

**NEW HAMPSHIRE COASTAL WATERSHED INVASIVE PLANT
PARTNERSHIP AGREEMENT**

Between and Among

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES, N.H. COASTAL PROGRAM;

NEW HAMPSHIRE FISH AND GAME DEPARTMENT;

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION;

NEW HAMPSHIRE DEPARTMENT OF AGRICULTURE, MARKETS & FOOD;

NEW HAMPSHIRE DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT;

ROCKINGHAM COUNTY CONSERVATION DISTRICT;

NATURAL RESOURCES CONSERVATION SERVICE;

UNITED STATES FOREST SERVICE;

THE NATURE CONSERVANCY;

GREAT BAY NATIONAL ESTUARINE RESEARCH RESERVE;

and

UNIVERSITY OF NEW HAMPSHIRE COOPERATIVE EXTENSION.

This Agreement is made and entered into between and among the New Hampshire Department of Environmental Services, N.H. Coastal Program; New Hampshire Fish and Game Department; New Hampshire Department of Transportation; New Hampshire Department of Agriculture, Markets & Food; New Hampshire Department of Resources and Economic Development; Rockingham County Conservation District; Natural Resources Conservation Service; United States Forest Service; The Nature Conservancy; Great Bay National Estuarine Research Reserve; and the University of New Hampshire Cooperative Extension. The entities listed above may collectively be referred to as the Signatories to this Agreement.

I. PURPOSE:

The purpose of this Agreement is to document a framework of cooperation to address the effects of noxious/invasive plants across jurisdictional boundaries by establishing the New Hampshire Coastal Watershed Invasive Plant Partnership (NH CWIPP) in accordance with this Agreement and the hereby incorporated Exhibits:

<u>Exhibit</u>	<u>Contents</u>
A	NH CWIPP Management Area Map.
B	NH CWIPP Organizational Structure. <ul style="list-style-type: none"> I. Steering Committee Representatives; II. Sustaining Partners; III. Steering Committee Organization; IV. Steering Committee Responsibilities.

Exhibits to this Agreement may be revised or deleted by consensus of the Steering Committee. The latest revision of any Exhibit will be incorporated into this Agreement and forwarded to the Signatories and Steering Committee representatives by the Steering Committee Chairman without necessitating a formal modification as defined in Provision IV-E. *See exception as noted in Exhibit B IV Steering Committee Responsibilities item I.*

II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:

The Signatories to this Agreement support invasive plant control on lands within New Hampshire’s coastal watershed. Responsibilities may include but are not limited to:

- Maintaining equipment and personnel for the purpose of controlling invasive plants within their respective jurisdictions;
- Administering programs involving invasive plant control;
- Making recommendations for invasive plant treatment; and
- Providing education involving invasive plants.

The Signatories agree that it is to their mutual benefit and in their mutual interest to work cooperatively to inventory, monitor, control, and prevent the spread of invasive plants across jurisdictional boundaries within New Hampshire’s coastal watershed. This cooperative effort will achieve better management of invasive plants while improving working relationships between the Signatories and the public.

III. EACH SIGNATORY SHALL:

- A. Agree to establish the NH CWIPP Management Area as depicted in *Exhibit A*.
- B. Agree to the formation of a NH CWIPP Steering Committee (Steering Committee) to provide expertise and oversight to invasive plant activities within the NH CWIPP Management Area. *See Exhibit B for a list of Steering Committee Representatives, Organization and Responsibilities.*
- C. Designate a key contact or a representative to serve on the Steering Committee.

- D. Work through their Steering Committee representative to provide necessary information to:
- Revise the Exhibits to this Agreement;
 - Provide annual written report of project accomplishments;
 - Establish an Invasive Plant Management Plan (“Plan”); and
 - Develop and implement an Annual Operating Plan (“AOP”).
- E. Agree that the Plan and AOP will have goals, objectives, and actions that are aligned with the draft New Hampshire Aquatic Nuisance Species Plan and other similar state plans as they are developed. Such Plan will describe the goals and objectives for the NH CWIPP and will be a guiding document for the management of invasive plants within the NH CWIPP Management Area. The AOP will describe the responsibilities associated with the implementation of these management strategies.
- F. Recognize that each Signatory to this Agreement retains primary responsibility and management discretion for lands or funding within their respective jurisdictions.
- G. Agree to coordinate priorities, actions, and resources for preventing, eradicating, containing, and controlling invasive plants within the NH CWIPP Management Area and to collaborate with partners within New Hampshire and from other nearby states.
- H. Consider entering into separate arrangement(s) to implement management activities associated with the Plan and AOP. Such arrangement(s) shall be independently authorized by appropriate statutory authority, and may include, but are not necessarily limited to: Collection Agreements, Challenge Cost Share Agreements, Participating Agreements, Volunteer Agreements, Grants, Cooperative Agreements and Procurement.
- I. Recognize that other organizations or individuals that are not Signatories to this agreement, hereafter referred to as Sustaining Partners, have significant interests in the success of NH CWIPP and may assist in endeavors critical to the purposes of this Agreement. Such assistance may include but not be limited to: serving as a member of a NH CWIPP subcommittee, writing grant applications, or providing consultation, education, and facilitation. *See provisions III-H, IV-D.*

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BETWEEN AND AMONG THE SIGNATORIES THAT:

- A. PRINCIPAL CONTACTS. The principal contacts for this Agreement are the Steering Committee Representatives and/or key contacts for the Signatories to this Agreement as defined in Exhibit B.
- B. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to Natural Resources Conservation Service and the United States Forest Service under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- C. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the Signatories from participating in similar activities with other public or private agencies, organizations, and individuals.

- D. NON-FUND OBLIGATING DOCUMENT. This Agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds among or between the Signatories to this Agreement will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the participating Signatories and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Specifically, this Agreement does not establish authority for noncompetitive award to the Signatories of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition. *See Provision III-H.*
- E. MODIFICATION. Modifications within the scope of this Agreement shall be made by mutual consent of the Signatories, by the issuance of a written modification, signed and dated by all Signatories, prior to any changes being performed or effective.
- F. LIABILITY. Each Signatory acknowledges that it is participating in the activities described in this Agreement at its own risk, and that it shall be solely responsible for the defense and payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its respective employees or agents in connection with the activities contemplated hereunder.
- G. CONFLICT OF INTEREST. Representatives of the Signatories to this Agreement who exercise any functions or responsibilities in the approval or funding of projects shall not participate in any decision relating to this Partnership which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- H. TERMINATION. Any Signatory may terminate its participation in this Agreement in whole, or in part, at any time before the date of expiration by giving thirty (30) days prior written notice to each of the other Signatories.
- I. SIGNATURE. Once fully executed, a hard copy and an electronic copy of this Agreement will be distributed to all Signatory officials.
- J. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date of the last signature and is effective for five years, at which time it will expire unless renewed by the Signatories.

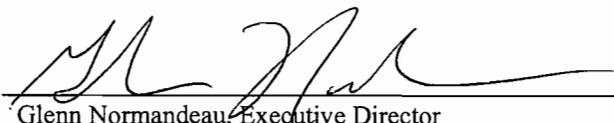
By signing this agreement, each signatory certifies that it is fully authorized to enter into this agreement.



Thomas S. Burack, Commissioner
New Hampshire Department of Environmental Services

5-20-2008

Date



Glenn Normandeau, Executive Director
New Hampshire Fish and Game Department

5-20-2008

Date



William J. Cass, Director of Project Development
New Hampshire Department of Transportation

5-20-2008

Date



Lorraine Merrill, Commissioner
New Hampshire Department of Agriculture, Markets & Food

5-20-2008

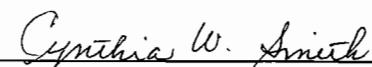
Date



George Bald, Commissioner
New Hampshire Department of Resources and Economic Development

5/20/08

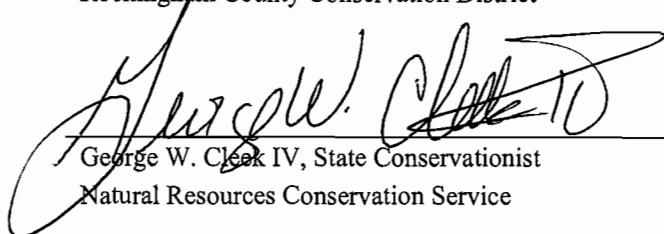
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Cynthia W. Smith, Chairman, Board of Supervisors
Rockingham County Conservation District

5-20-2008

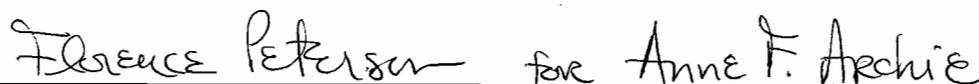
Date



George W. Cleek IV, State Conservationist
Natural Resources Conservation Service

5-20-08

Date



Anne F. Archie, Field Representative
United States Forest Service

5-20-2008

Date



Daryl Burnett, Executive Director
The Nature Conservancy, NH Chapter

5-20-2008

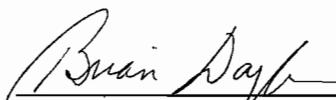
Date



Peter Wellenberger, Manager
Great Bay National Estuarine Research Reserve

5-20-08

Date



Brian Doyle, Program Leader, Sea Grant and Water Resources
University of New Hampshire Cooperative Extension

5/20/08

Date

EXHIBIT A: NH CWIPP MANAGEMENT AREA MAP

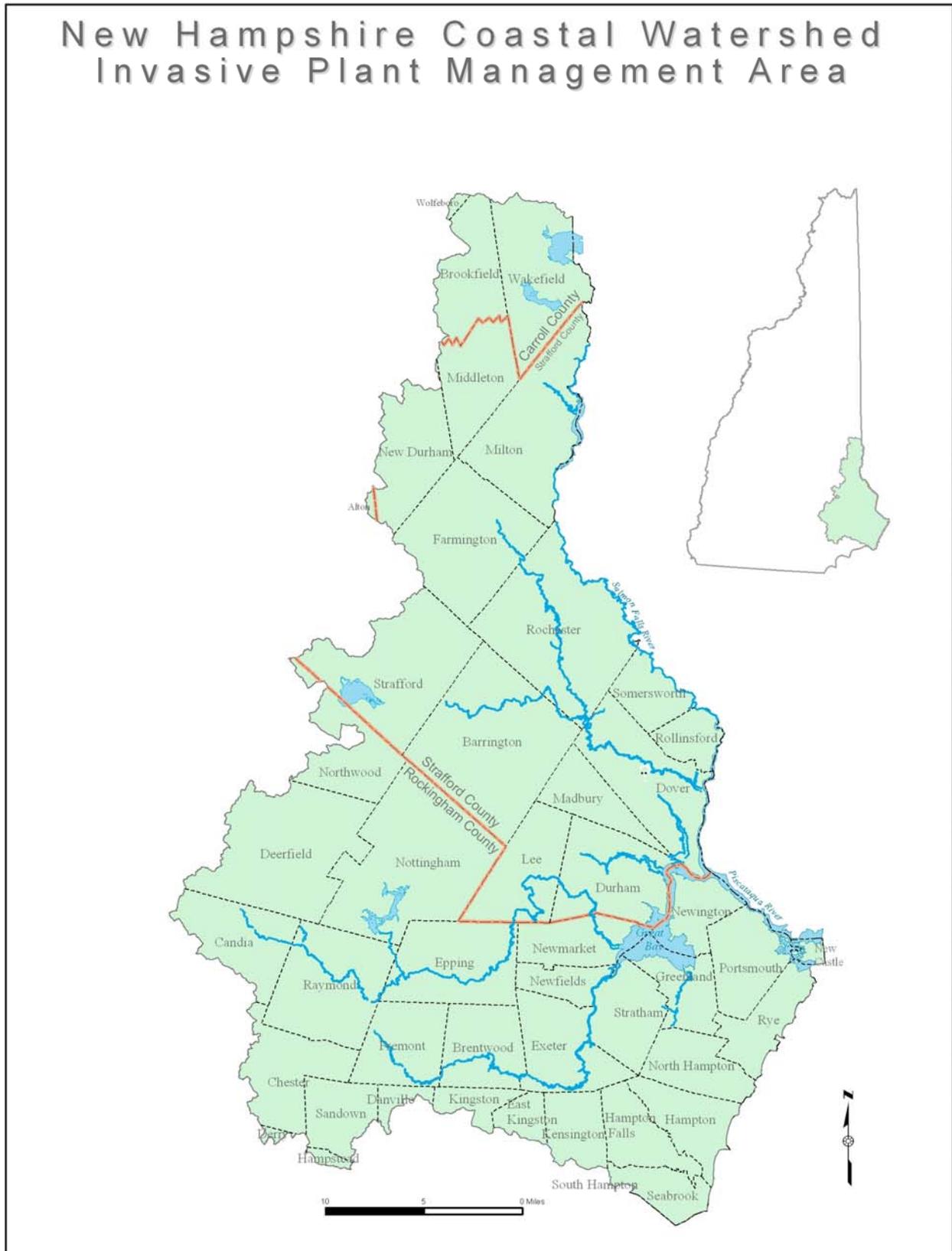


Exhibit B: NH CWIPP ORGANIZATIONAL STRUCTURE

I. STEERING COMMITTEE REPRESENTATIVES

Steering Committee is comprised of a representative from each signatory organization

Organization:	N.H. Dept of Environmental Services, N.H. Coastal Program	Phone:	603-559-0026
Key Contact:	Kevin Lucey, Program Specialist	Email:	kevin.lucey@des.nh.gov
Organization:	New Hampshire Fish and Game Department	Phone:	603-778-0015
Key Contact:	Rachel Stevens, Land Stewardship Coordinator	Email:	Rachel@greatbay.org
Organization:	New Hampshire Department of Transportation	Phone:	603-271-3717
Key Contact:	Christine Perron, Senior Environmental Manager	Email:	cperron@dot.state.nh.us
Organization:	New Hampshire Department of Agriculture, Markets & Food	Phone:	603-271-3488
Key Contact:	Doug Cygan, Invasive Species Coordinator	Email:	dcygan@agr.state.nh.us
Organization:	N.H. Department of Resources and Economic Development	Phone:	603-271-3629
Key Contact:	Bryan Comeau, Forester	Email:	bcomeau@dred.state.nh.us
Organization:	Rockingham County Conservation District	Phone:	603-679-2790
Key Contact:	Mary Currier, Executive Director	Email:	rccdmac@comcast.net
Organization:	Natural Resources Conservation Service	Phone:	603-679-1587
Key Contact:	Rachael Phillips-Tibbetts, District Conservationist	Email:	Rachael.Phillips@nh.usda.gov
Organization:	United States Forest Service	Phone:	603-868-7714
Key Contact:	Florence Peterson, Forest Health Specialist	Email:	fpeterson@fs.fed.us
Organization:	The Nature Conservancy	Phone:	603-224-5853
Key Contact:	Doug Bechtel, Director of Conservation Science	Email:	dbechtel@tnc.org
Organization:	Great Bay National Estuarine Research Reserve	Phone:	603-778-0015
Key Contact:	Rachel Stevens, Land Stewardship Coordinator	Email:	Rachel@greatbay.org
Organization:	University of New Hampshire Cooperative Extension	Phone:	603-862-1067
Key Contact:	Frank Mitchell, Extension Specialist	Email:	Frank.Mitchell@unh.edu

Exhibit B: NH CWIPP ORGANIZATIONAL STRUCTURE**II. SUSTAINING PARTNERS**

Sustaining Partners are not signatories to the Partnership Agreement but have significant interests in the success of the NH CWIPP

Organization:	United States Fish and Wildlife Service	Phone:	603-223-2541
Key Contact:	Eric Derleth, NH/MA Partners for Fish and Wildlife	Email:	Eric_derleth@fws.gov
Organization:	United States Fish and Wildlife Service	Phone:	978-465-5753
Key Contact:	Graham Taylor, Parker River National Wildlife Refuge Manager	Email:	Graham_taylor@fws.gov
Organization:	Southeast Land Trust of New Hampshire	Phone:	603-778-6088
Key Contact:	Karin Rubin, Land Protection and Stewardship Specialist	Email:	krubin@selnh.org
Organization:	UNH Office of Woodlands and Natural Areas	Phone:	603-862-3951
Key Contact:	Steve Eisenhaure, Land Use Coordinator	Email:	woodlands@unh.edu
Organization:	New Hampshire Audubon	Phone:	603-224-9909
Key Contact:	Phil Brown, Sanctuaries Manager	Email:	pbrown@nhaudubon.org
Organization:	New Hampshire Estuaries Project	Phone:	603-862-3948
Key Contact:	Jennifer Hunter, Director	Email:	Jennifer.Hunter@unh.edu
Organization:	Society for the Protection of New Hampshire Forests	Phone:	603-224-9047 x 334
Key Contact:	Peter Ellis, Forest Ecologist	Email:	pellis@forestsociety.org

Exhibit B: NH CWIPP ORGANIZATIONAL STRUCTURE

III. STEERING COMMITTEE ORGANIZATION

The Steering Committee will:

- A. Be comprised of a representative from each Signatory.
- B. Initially be chaired by the New Hampshire Department of Environmental Services, NH Coastal Program and vice chaired by the Great Bay National Estuarine Research Reserve for the first year.
- C. Subsequently appoint a Steering Committee chairperson and vice-chairperson from the representatives by consensus for two-year terms.
- D. Make themselves available at mutually agreeable times for continuing consultation to discuss the conditions covered by this Agreement. Meetings of the Steering Committee shall generally be held quarterly or at the call of the chairperson.
- E. Share pertinent information, encourage and promote cooperation, and keep communication open and frequent so all representatives are informed of the status of the issues that may affect working relationships.
- F. Operate by consensus, with a commitment to cooperate across jurisdictional boundaries.

Exhibit B: NH CWIPP ORGANIZATIONAL STRUCTURE

IV. STEERING COMMITTEE RESPONSIBILITIES

The Steering Committee shall:

- A. Convene quarterly Steering Committee meetings or at the call of the Chairperson.
- B. Develop an Invasive Plant Management Plan (Plan) and provide recommendations to the Signatories of this Agreement for potential modifications to the strategy set forth in the plan.
- C. Develop, prioritize, and endorse cooperative invasive plant projects to be completed. Such projects shall be documented in an Annual Operating Plan (AOP). The AOP shall generally be completed by January 30th of each year.
- D. Maintain records of accomplishments.
- E. Provide the Signatories of this Agreement an annual written report of project accomplishments by January 30th of each year.
- F. Develop public relations, education, and training initiatives.
- G. Actively seek cooperators, volunteers and alternate funding sources necessary to the management and success of the NH CWIPP.
- H. Encourage cooperative relationships among and between and active participation by: land owners and managers; federal, state, and local agencies; private landowners; and other interested entities.
- I. Review and update Exhibits to this Agreement.
- J. Further define specific Steering Committee Responsibilities in the approved Plan and AOP, as appropriate.
- K. Undertake such other activities as determined by the Steering Committee to be in the best interests of all of the Signatories and consistent with the purposes of this Agreement.