

**AGREEMENT BETWEEN THE GYPSY MOTH SLOW THE SPREAD FOUNDATION, INC
AND
MEMBER STATES**

This Agreement made and entered into by and between the following parties

**Illinois Department of Agriculture
Indiana Department of Natural Resources
Iowa Department of Natural Resources
University of Kentucky
Minnesota Department of Agriculture
North Carolina Department of Agriculture and Consumer Services
Virginia Department of Agriculture and Consumer Services
West Virginia Department of Agriculture
Wisconsin Department of Agriculture, Trade and Consumer Protection**

All of the above parties being state agencies, party of the FIRST PART, and the Gypsy Moth Slow-the-Spread (STS) Foundation, Inc., a non-profit North Carolina corporation, hereinafter referred to as the STS Foundation, party of the SECOND PART.

WHEREAS, there is a cooperative federal-state program designed to slow the spread of the gypsy moth (STS program) using an area-wide approach among the states represented by the party of the FIRST PART, and

WHEREAS, there is a need to provide coordination and cooperation among the various states represented by the party of the FIRST PART and to cooperate with the United States Department of Agriculture (USDA), Forest Service – Forest Health Protection (FS-FHP), and Animal and Plant Health Inspection Service – Plant Protection and Quarantine (APHIS-PPQ) and other entities in implementing and operating said program, and

WHEREAS, there is a need to receive and administer the federal funds made available through cooperative agreements and grants for the purpose of slowing the spread of the gypsy moth,

IT IS HEREBY AGREED AS FOLLOWS

ARTICLE I – STATE RESPONSIBILITIES

Each member state agency agrees to:

1. Designate an agency official to serve on the STS Foundation Board of Directors as an equivalent State official pursuant to 16 U.S.C. § 2102 and 2104;
2. Document all financial support, including in-kind services, used to support the implementation of the STS program within their respective state boundaries and to provide this information to the STS Foundation Board of Directors annually;
3. Receive and administer the funds allocated by the Foundation Board of Directors, and
4. Implement, or have implemented, within their respective state boundaries the STS program according to program guidelines and as outlined in the project operation and financial plans developed annually by the STS Foundation Board of Directors.

ARTICLE II – STS FOUNDATION RESPONSIBILITIES

The STS Foundation agrees to:

1. Maintain a Board of Directors, in accordance with its bylaws, composed of one Director from each of the aforementioned states and that said Director, or their designee, and the Commissioner, Director or Secretary of the department shall be the signatories of this document;
2. Hire such officers, managers and other employees as are necessary to conduct the activities of the STS Program, the cost of which shall be paid by the STS Foundation;
3. Bond all Directors, Officers, or employees who are entrusted with STS Foundation funds, the cost of which shall be paid by the STS Foundation;
4. Act as the operating organization on behalf of the party of the FIRST PART and USDA (FS-FHP and APHIS-PPQ) and other cooperating entities for implementation and execution of the cooperative federal-state STS program, and as such may in cooperation with USDA, FS-FHP and APHIS-PPQ:
 - a. Allocate the federal funds appropriated for the STS program among the parties of the FIRST PART to insure maximum biological effectiveness of said program;
 - b. Coordinate contracting of pesticide application services;
 - c. Enter into cooperative agreements with other organizations or agencies in the member states, cooperating entities outside the member states and agencies of the federal government; and
 - d. Assign funds and enter into contracts necessary to carry out the STS program. No state shall be liable for any obligation incurred by the STS Foundation; and
5. Provide reimbursement for reasonable expenses incurred by STS Foundation directors, officers and employees in the performance of their official duties. No reimbursement in any form will be paid to state, federal and/or university employees who are not Directors, Officers or employees without prior approval of the Board of Directors.

ARTICLE III – JOINT RESPONSIBILITIES AND AGREEMENT

The STS Foundation and member states mutually agree that:

1. Project operation and financial plans and such other documents and procedures necessary to efficiently carry out the STS program will be developed and implemented annually;
2. STS Foundation employees shall be responsible to and under the direction of the STS Foundation and its Board of Directors, in accordance with certain cooperative agreements or grants between the STS Foundation and USDA, FS-FHP and APHIS-PPQ;
3. Educational and informational meetings will be organized as needed in cooperation with USDA, FS-FHP and APHIS-PPQ;
4. Bids may be solicited and contracts issued for services or materials as needed for STS program operation, in cooperation with USDA, FS-FHP and APHIS-PPQ;
5. STS program funds will be accounted for by maintaining a computer database and a detailed financial accounting of such funds will be provided quarterly or as requested;
6. Boundaries of the STS program area will be determined annually with USDA, FS-FHP and APHIS-PPQ; and
7. Secure storage, accountability, and maintenance for all USDA (FS-FHP and APHIS-PPQ) provided equipment and supplies used in the STS program will be provided.

A state may terminate their participation under this Agreement by giving 90 days written notice to all parties hereto.

This Agreement shall be construed in accordance with the Laws of the State of North Carolina, except that the due authorization, execution and delivery of this Agreement by each member state, the rights, duties and immunities of each member state, and all disputes or legal action or proceedings contesting the due authorization, execution and delivery of this Agreement shall be governed and construed in accordance with the laws of the respective member state.

This Agreement reflects the removal of Michigan and the addition of two new states, Iowa and Kentucky, and shall become effective and in full force upon completion of the execution by the representatives of each participating state and signature by the President.



President, STS Foundation, Inc.

5/19/17

Date

Signed in counterparts the date and place hereinafter stated:

PARTIES OF THE FIRST PART

Virginia Department of Agriculture and Consumer Services

Signature: Stanley J. Hill

Date: April 17, 2017

Title: Commissioner

Signature: James M. Nields

Date: 4/14/17

Title: Director, Division of Consumer Protection

Signature: _____

Date: _____

Title: _____

Signature: _____

Date: _____

Title: _____

PARTIES OF THE FIRST PART


Illinois Department of Agriculture

Signature: 
Title: PPS / SPRO

Date: 3/26/2017

Signature Warren D. Goetsch
Title: Deputy Director and
Acting Bureau Chief

Date: 4-25-2017

Signature: 
Title: Director 1

Date: 4/25/2017

Signature: _____
Title: _____

Date: _____

PARTIES OF THE FIRST PART

Indiana Department of Natural Resources

Signature: Megan Abraham Date: 4-7-17
Title: Director, Division of Entomology & Plant Pathology, INDNR

Signature: John R. Surfer Date: 4/7/2017
Title: Director Div. of Frags

Signature: Adam Fick Date: 4/10/17
Title: Director

Signature: _____ Date: _____
Title: _____

PARTIES OF THE FIRST PART

Iowa Department of Natural Resources

Signature: Paul Z. Tauke

Date: 3/16/2017

Title: State Forester

Signature: [Handwritten Signature]

Date: 3/16/2017

Title: Appointed STS Board Member

Iowa Department of Agriculture & Land Stewardship


Signature: ROBIN D. FRUITSNER

Date: March 6, 2017

Title: State Entomologist

PARTIES OF THE FIRST PART

University of Kentucky

Signature:  Date: 2-27-17
Title: STATE ENTOMOLOGIST


Signature  Date: February 27, 2017
Title: Sr. Nursery Inspector

Signature: _____ Date: _____
Title: _____

Signature: _____ Date: _____
Title: _____

PARTIES OF THE FIRST PART

Minnesota Department of Agriculture

Signature: 
Title: Commissioner, Minnesota Department of Agriculture

Date: 5/5/17

Signature: 
Title: Assistant Commissioner, Minnesota Department of Agriculture

Date: 5/5/17

Signature: 
Title: Director, Plant Protection Division

Date: 5/8/17

Signature: _____
Title: _____

Date: _____

PARTIES OF THE FIRST PART

North Carolina Department of Agriculture and Consumer Services

Signature: 

Date: 2-27-2017

Title: Chief Deputy Commissioner

Signature: 

Date: 2-27-2017

Title: Plant Pest Administrator/
GMSTS Vice President-Treasurer

Signature: _____

Date: _____

Title: _____

Signature: _____

Date: _____

Title: _____

PARTIES OF THE FIRST PART

Virginia Department of Agriculture and Consumer Services

Signature: Standa J. Hill

Date: April 17, 2017

Title: Commissioner

Signature: Ang M. Niella

Date: 4/14/17

Title: Director, Division of Consumer Protection

Signature: _____

Date: _____

Title: _____

Signature: _____

Date: _____

Title: _____

PARTIES OF THE FIRST PART

West Virginia Department of Agriculture

Signature: Kent A. Jeward Date: 2/27/2017
Title: Commissioner

Signature: Quentin Butts Sykes Date: 2/27/17
Title: Acting PID Director

Signature: Tina H. Mc Date: 2-27-17
Title: slow the spread Program Coordinator

Signature: _____ Date: _____
Title: _____

PARTIES OF THE FIRST PART

Wisconsin Department of Agriculture, Trade and Consumer Protection

Signature: 

Date: 3/8/17

fn Title: Secretary

Signature: Melody Walker

Date: February 28, 2017

Title: Pest Survey and Control Section Chief

Gypsy Moth Slow The Spread Foundation, Inc.

P.O. Box 59220 · Raleigh, North Carolina 27658
Telephone: 919.877.9392 · Fax: 919.877.0940 · Web Site: www.gmsta.org

February 27, 2017

MEMORANDUM

To: Gypsy Moth Slow the Spread Member States

FROM: Phil Wilson
Vice President/Treasurer

SUBJECT: Revision to the Agreement between the Gypsy Moth Slow the Spread Foundation, Inc. and Member States

In recent meetings of GM-STS, Board members requested the "Agreement between the Gypsy Moth Slow the Spread Foundations, Inc. and Member States" be revised to include Iowa and Kentucky, our newest member states, and to remove the state of Michigan. As such, the Iowa Department of Natural Resources and the University of Kentucky were added to the list of participating parties and Michigan was deleted from the list of participating parties. A notation was included in the last paragraph of the agreement to reflect the effective date of these changes.

In order to fully execute the document, each state will need to obtain noted signatures and forward the original to Mr. Ed Holloman of our GM STS office. When all signatures have been obtained, a copy will be returned to your office for your files.

Should you have any questions regarding this initiative, please do not hesitate to let me know.

Cc: Donna Leonard
Ed Holloman

Wisc
Iowa
W. Va
Indy
Ky
NCDA