



## COOPERATION AGREEMENT

Between

\_\_\_\_\_ (partner name)

and

**The Partners of the Catskill Regional Invasive Species Partnership  
(hereinafter referred to as “Partners”) listed in Exhibit A**

### **I. PURPOSE:**

The Cooperation Agreement states a collaborative framework for the Partners to address the impacts of invasive species in the region, through support of the Catskill Regional Invasive Species Partnership (“CRISP”) Strategic Plan.

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

By signing this agreement, a partner is committing to the duties listed below in Section III and will be eligible to serve as a steering committee member if selected as an “At-large” member for a two-year term or a member of the “Core” agencies and organizations listed in the CRISP Governance Document (Exhibit B). Additionally, Partners may be eligible for additional points when ranking proposal submissions in response to any CRISP subcontract requests for proposals.

### **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 CRISP advanced by CRISP 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 CRISP, which is comprised of the Catskill Park, portions of Sullivan, Orange, Greene and Ulster County, and the entirety of Delaware, Otsego and Schoharie County. Additionally, they agree to work to prevent invasive species spread across adjacent partnership region boundaries 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 Cooperation Agreement accept the Purpose and the Statement of Mutual Benefit and Interest herein and will undertake actions to advance those efforts as follows. The Partner shall:

- A. Follow the objectives of CRISP according to New York State law and regulations, which define and regulate invasive species. Those laws also 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 CRISP and work cooperatively with other Partners.
- C. Be represented at a minimum of one Partner meeting, as described in Section IV (A), annually.
- D. Provide the CRISP Director with an annual summary of their activities for the CRISP annual report.
- E. 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.

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

- A. **PARTNER 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.
- B. **GOVERNANCE.** The CRISP Director, with support of the Steering Committee as defined in Section III of Exhibit B, shall be responsible for the everyday activities of the PRISM, for ensuring progress on CRISP contract deliverables (Exhibit C) and for convening Partner meetings.
- C. **MULTIPLE APPROACHES.** Each Partner agrees to support CRISP in its activities, consistent with the Partner's mission and applicable laws. CRISP 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. CRISP also recognizes that there are a variety of methods each of which may advance its mission, priority and goals.
- D. **KEY CONTACTS.** The key contact for this is the CRISP Director, whose mailing address is Catskill Center, PO Box 504, Arkville, NY 12406.
- E. **LOBBYING ACTIVITIES.** CRISP shall not engage in any direct lobbying with legislative representatives or government officials with the intent to form or influence legislation, including lobbying for budgetary increases or regulatory change. The individual organizations that are signatories to this Cooperation Agreement are free to lobby for the best interests of CRISP as their individual organizations allow and support. Notwithstanding the preceding, CRISP staff and Partners may engage in policy efforts, including convening discussions or providing technical information, the consideration of local, state, or federal policy solutions, involving invasive species.
- F. **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, State University of New York, and the NYS Dept. of Transportation, under this Cooperation Agreement 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.
- G. **PARTICIPATION IN SIMILAR ACTIVITIES.** This Cooperation Agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, individual people, or other entities.
- H. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this Cooperation Agreement 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 Cooperation Agreement 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 Cooperation Agreement 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 Cooperation Agreement does not provide such authority. Specifically, this Cooperation Agreement does not establish authority for noncompetitive award to the parties of any contract or other agreement.

- I. MODIFICATION. Changes cannot be made to this Cooperation Agreement 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 Cooperation Agreement before any changes are made. The latest revision of any Exhibit will automatically be incorporated into this Cooperation Agreement with electronic notification and prior consent of all signatories, without necessitating that they be signed and dated.
- J. TERMINATION. Any Partner may terminate, in writing (electronic or otherwise), their participation in this Cooperation Agreement with at least 30 days' notice.
- K. OWNERSHIP OF PRODUCTS AND DATA. Products and data produced for CRISP by staff or under subcontract shall be the shared resources of all Partners. Should CRISP dissolve, all project documents and data shall become the property of the NYS Department of Environmental Conservation.
- L. 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 Cooperation Agreement. Each Partner agrees that it will defend, settle and without limitation satisfy any judgment against it in connection with all claims and/or litigation filed against it by all entities and individuals arising out of the performance of its responsibilities pursuant to this Cooperation Agreement.

COMMENCEMENT/EXPIRATION DATE. This Cooperation Agreement 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. The Cooperation Agreement follows the term of the Catskill Regional Invasive Species Partnership contract between the New York State Department of Environmental Conservation and the Catskill Center and will be subject to revisions as needed following the issuance of a successor CRISP contract in December 2026.

\_\_\_\_\_ (*name of party*) hereby agrees to be part of the Catskills Regional Invasive Species Partnership.

\_\_\_\_\_ (*name of party*) agrees to comply with and be bound by the terms of the Cooperation Agreement for the Catskills Regional Invasive Species Partnership 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

### CRISP Governance Policy



### Regional Invasive Species Partnership Governance Document

**Background:** The Catskills Regional Invasive Species Partnership (CRISP) was established in 2005 in order to address the issue of invasive species management within the Catskill region. Membership in CRISP has grown from a small core group of organizations into a partnership of more than 60 organizations. CRISP exists as one of eight Partnerships for Regional Invasive Species Management (PRISMs) of New York State, covering a geographic region comprising the Catskill Park, portions of Sullivan, Orange, Greene and Ulster County, and the entirety of Delaware, Otsego and Schoharie County. This governance document replaces a previous version dated February 2017.

**I. Mission Statement:** To promote education, prevention, early detection and control of invasive species to limit their impact on the ecosystems and economies of the Catskills.

#### II. CRISP Partners

- a. Partners may be individuals or organizations, public or private, which are supportive of the CRISP Mission Statement.
- b. Partners must accept the definition of invasive species as described in Environmental Conservation Law, Article 9, Title 17 and further defined in New York Code 6 NYCRR Chapter V Part 575: *“Invasive species” means 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. The harm must significantly outweigh any benefits.*
- c. Partnering organizations must designate a representative to participate in meetings or in CRISP sponsored activities at least once annually in order to remain recognized as CRISP Partners.
- d. Partners must provide their name, affiliation, and contact information to CRISP. Partners will be invited to quarterly general membership meetings, may serve in an advisory role, and will be kept informed of CRISP activities and progress.
- e. Partners are expected to respond to CRISP inquiries and contribute regularly in service to CRISP. The Partners have a general stakeholder interest in the detection, management, control, biology and prevention of invasive species and to that end agree that it is to their mutual benefit and interest to work cooperatively to prevent the spread of invasive species across the Catskill region. The activities which the Partners



may undertake to further their mutual interests regarding invasive species may include but are not limited to:

- *Develop and/or implement invasive species management plans including early detection and rapid response*
- *Protecting and restoring native biodiversity where impaired due to invasive species;*
- *Recommending treatments for control or eradication;*
- *Educating the public and other stakeholders;*
- *Conducting research on invasive species;*
- *Monitoring, reporting and collection of information on invasive species.*

### **III. CRISP Steering Committee:**

- a. In order to create the environment for efficient decision making it is necessary to identify 11-13 agencies, organizations, and partners representing a variety of organizations. This group will be composed of two components; nine “Core” individuals from core agencies and organizations and two to four individuals serving as “At-large” representatives of the other Partners as described below.
- b. The Core component consists of nine individuals representing the core organizations and public agencies that have a vested interest in invasive species and the Catskill region. Representatives of the following organizations are recommended to fill these nine positions:
  1. NYS Department of Environmental Conservation,
  2. NYS Department of Agriculture & Markets,
  3. NYC Department of Environmental Protection,
  4. NYS Department of Transportation,
  5. Catskill Center for Conservation and Development,
  6. Watershed Agricultural Council,
  7. The Nature Conservancy,
  8. The Catskills Forestry Association, and
  9. Cornell Cooperative Extension.
- c. Core members of the Steering Committee will be designated by their organization. Should the designated Steering Committee member be unable to attend, they should designate a substitute from their organization. If two members of a single organization attend a Steering Committee, only one will be able to vote. Core members may serve as long as their organization recommends their continued appointment.
- d. The At-large component will have a minimum of two and a maximum of four representatives. These representatives will be individuals or representatives of organizations within CRISP that are not included in the first component, such as local colleges or Soil and Water Conservation Districts.
- e. At-large representatives will serve two-year terms, beginning in a January, which can be renewed. Normally at-large representatives will be selected out of the Partners, and voted on by the Steering Committee by simple majority. Individuals may self-nominate or be nominated by any Partner.
- f. The CRISP Steering Committee will function through majority rule. The Steering Committee will meet quarterly, or as needed. Voting by telephone or other real-time electronic connection will be treated as in person.

- g. Individual Steering Committee members shall recuse themselves from voting on any matter that may constitute a conflict of interest.

#### **IV. Steering Committee Chair**

- a. The Chair will be the primary liaison with the CRISP Director and the host organization, and will advise and support the Director.
- b. The Chair serves for a (renewable) 2-year term beginning in January, by simple majority vote of the members of the Steering Committee.
- c. The Chair is responsible for calling the quarterly meetings of the Steering Committee, providing an Agenda at least one day prior to the meeting.
- d. The Chair is responsible for organizing Ad hoc committees and oversight in strategic planning.
- e. Should the membership of the Steering Committee drop to below 10 individuals during the year, the Chair may appoint a member to bring the number up to 10 for the remainder of that year.
- f. A Vice Chair will be appointed by the Chair for circumstances when the Chair cannot serve, e.g. when Chair is up for renewal of term, absent or conflict of interest.

#### **V. CRISP Steering Committee and Chair Responsibilities**

- a. The Steering Committee will discuss and provide comment on all subcontracts, grants, agreements, projects and work plans developed by or for the CRISP host organization which address CRISP goals. The Committee will strive to reach consensus. Any member of the Steering Committee can request a vote on issues before the Committee. If there is not a quorum at a meeting, then the vote will be done via email.
- b. The Steering Committee members participate in the development of a Strategic Plan for managing invasive species over five years, ad hoc Management Plans for specific invasive species, and an Annual Work Plan. These will have goals/objectives and actions that are aligned with the New York State Invasive Species Council and Advisory Committee.
- c. The Chair transmits recommendations of the Steering Committee to the CRISP Director. The Chair coordinates the Annual Work Plan with the Director and Host Organization.

#### **VI. CRISP Host Organization Authority and Responsibilities**

- a. The CRISP 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 CRISP organization.
- b. The host organization will chair general meetings of the Partners and develop agendas as well as record and distribute minutes to CRISP Partners.
- c. The host organization is responsible for preparation of the Strategic Plan in cooperation with the Steering Committee and partners at large.
- d. The host will collaborate with the Chair and Director on the Annual Work Plan, providing comment and evaluation.
- e. The Host will provide a full time CRISP Director and other CRISP staff.

## **VII. CRISP PROGRAM DIRECTOR.**

- a. The Program Director will be responsible for coordinating Partners and coordinating the implementation of the core functions of CRISP including planning regional invasive species management, developing early detection and rapid response capacity, recruiting, training and supervising staff, volunteers and interns, implementing eradication projects, raising awareness about invasive species issues, and supporting research through community science.
- b. The Program Director will also be responsible for facilitating meetings and preparing and distributing meeting summaries.
- c. The Program Director will correspond with the public and any interested Partner or organization on behalf of CRISP.

**Exhibit C – CRISP Contract Deliverables; Contract No. C012134**

<b>Deliverable</b>		<b>Time frame for completion</b>
1a	Hire, as a direct hire within the host organization, 1 full time PRISM Coordinator,	3 months after contract award
1b	Review, update and enhance early detection monitoring network	Through contract term
2a	Review and update PRISM Bylaws	4 months after contract award
2b	Review and update formalized partnership agreement document	1 year after contract award
2c	Collaborate & communicated with other PRISMs, NYISAC, etc.	Through contract term
2d	Coordinate PRISM partners in conducting invasive species management activities, especially Early Detection/Rapid Response	Through contract term
2e	Collaborate & communicate with ISCS education and outreach coordinator, utilize statewide standardized E/O materials, develop and adopt a PRISM logo at direction of ISCS	At least annually through contract term
2f	Coordinate with ISCS Contract for work plan consistency with NYISC strategic priorities	Through contract term
2g	Manage & enter data on NYISD	Throughout contract term
3a	Kick-off meeting	1 month after contract award
3b	Follow up meeting	1 month following hiring PRISM Coordinator
3c	Hold PRISM partner meetings: provide written summaries	Minimum of 2 regular meetings annually; summaries 1 month following meetings
4a	Provide written progress reports	Quarterly (based on contract year)
4b	Review and update PRISM 5-year strategic plan	1 year after contract award
4c	Annual work plan	3 months; then 3 months prior to start of each contract year remainder of contract term
4d	Annual written report	3 months after end of contract year: 1 month before end of contract term