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**COOPERATIVE AGREEMENT FOR GENERATION WILD NORTHEAST METRO
COALITION - GOCO GRANT PROGRAM IMPLEMENTATION**

THIS COOPERATIVE AGREEMENT FOR GENERATION WILD NORTHEAST METRO COALITION - GOCO GRANT PROGRAM IMPLEMENTATION (“Agreement”) is entered into and effective as of _____ (“Effective Date”), by and between CITY OF COMMERCE CITY (“Commerce City”), FRIENDS OF THE FRONT RANGE WILDLIFE REFUGES (“FFRWR”), CITY OF AURORA, COLORADO (“Aurora”), SAND CREEK REGIONAL GREENWAY PARTNERSHIP, INC. (“SCRGP”), UNITED STATES FISH AND WILDLIFE SERVICE – ROCKY MOUNTAIN ARSENAL NATIONAL WILDLIFE REFUGE (“FWS”), STATE OF COLORADO – DEPARTMENT OF NATURAL RESOURCES (“State”), BLUFF LAKE NATURE CENTER (“BLNC”), BOYS & GIRLS CLUBS OF METRO DENVER, INC. (“BGCMD”), ENVIRONMENTAL LEARNING FOR KIDS (“ELK”), GROUNDWORK DENVER, INC. (“GWD”), YEAR ONE, INC. d/b/a MILE HIGH YOUTH CORPS (“MHYC”), THE URBAN FARM D/B/A THE URBAN FARM AT STAPLETON (“TUF”) (collectively, the “Parties” or “Generation Wild Northeast Metro Coalition”).

WHEREAS, the Parties are members of the Generation Wild Northeast Metro Coalition (“Generation Wild NEMC,” formerly known as “GoWild Northeast Metro Coalition” or “GoWild NEMC”), a coalition of government and non-profit entities, whose vision is that every young person – wherever they live and regardless of resources – has abundant opportunities to connect and engage with the outdoors in ways that are inspirational, transformational, and meaningful to them and will cultivate a new generation of stewards of nature.

WHEREAS, the GoWild NEMC previously applied for a grant through the Inspire Initiative of the State Board of the Great Outdoors Colorado Trust Fund (“GOCO”) for implementation of a plan to improve youth and family connections with the outdoors in underserved communities near the Rocky Mountain Arsenal National Wildlife Refuge (“Project”);

WHEREAS, through Commerce City, the GoWild NEMC was awarded a grant of \$1,845,918.00 from GOCO to fund the first three years of the Project (2017 through 2019; “Year 3” of the Project was extended through 2020) in accordance with a previous Grant Agreement executed by Commerce City;

WHEREAS, the “Inspire Initiative” grant program is now known and referred to as “Generation Wild;”

WHEREAS, the Generation Wild NEMC was awarded an additional grant from GOCO of \$1,991,889.00 (“Grant”) as part of the Generation Wild Grant Program, which funds were used for Project expenditures 2021 through 2025;

WHEREAS, Generation Wild NEMC establishes Commerce City and FFRWR to be co-grantees with GOCO Generation Wild;

WHEREAS, the Generation Wild NEMC desires to establish its understanding of the process and scope of the continuation of the Project for the next two years of the Project (July 1, 2024 through December 31,

2025), and to designate FFRWR to be the facilitator/administrator for completion of the GOCO Generation Wild Grant implementation process.

NOW THEREFORE, for the purposes detailed above, the Parties agree as follows:

1. Scope of the Project. The scope of the Project will be to implement the Grant awarded to the Generation Wild NEMC--focused on the communities of Commerce City, Montbello, Northeast Park Hill, and Northwest Aurora--surrounding the Rocky Mountain Arsenal National Wildlife Refuge. The Parties will cooperate in implementation of the Grant in substantial conformity with the goals and concepts of the Grant. The Project will engage with our four geographic areas to implement the plan for getting youth immersed into nature and the outdoors. The Project will enable the Parties, individually or collectively, to fulfill the vision of the Generation Wild NEMC. The vision of the Generation Wild NEMC is that every young person – wherever they live and regardless of resources – has abundant opportunities to connect and engage with the outdoors in ways that are inspirational, transformational, and meaningful to them and will cultivate a new generation of stewards of nature. All work under the Project will be subject to all requirements and provisions of the Grant Agreement.

2. Coordination of Activities. The Project will be primarily directed by representatives of FFRWR, Commerce City, Aurora, up to three (3) non-profit and FWS (“Coordinating Group”), with input from all the other members of the Generation Wild NEMC.

3. Duties of FFRWR. FFRWR will provide services for the Generation Wild NEMC in connection with the Project. Subject to the direction of the Coordinating Group and in compliance with the Grant Agreement, as defined below, FFRWR will:

a. FFRWR will serve as the Co-Grantee to the GOCO Generation Wild Grant.

b. FFRWR will receive all grant payments from GOCO Generation Wild Grant.

c. FFRWR will provide services for the Generation Wild NEMC in connection with the Project. Subject to the direction of the Coordinating Group and in compliance with the Grant Agreement, as defined below, FFRWR will provide and employ Generation Wild NEMC staff with the consent of the Coordinating Group, and other personnel to support and facilitate Implementation activities for Pathways, Programs and Capacity.

- i. Assist the Generation Wild NEMC in public engagement, researching, and reporting on the implementation activities;
- ii. Collect matching fund contributions;
- iii. Establish a separate account to hold and track Grant funds and matching funds and protect all such funds from loss;

- iv. Issue payments for eligible expenses of the Project, as permitted by the Grant Agreement, to be reimbursed from Grant funds and matching funds.
- v. Prepare and submit all grant modifications and reports as required by GOCO;
- vi. Provide project accounting services as needed to comply with the Grant Agreement, including establishing a project budget, tracking eligible expenses, maintaining expense documentation, providing accounting and recordkeeping services using Generally Accepted Accounting Principles, and providing monthly and quarterly reporting and final audit;
- vii. Prepare requests for reimbursement or progress payments from GOCO for eligible expenses;
- viii. Prepare all documents and maintain records as required by the Grant Agreement for five (5) years following the disbursement of any Grant funds;
- ix. Prepare publicity and public information in accordance with the Grant Agreement; and
- x. Perform additional activities as needed to coordinate and facilitate Project activities.

4. Generation Wild NEMC Staff. The Generation Wild NEMC staff will be employees of FFRWR, subject to all applicable employee policies of FFRWR. FFRWR will receive input on management and performance expectations of the Generation Wild NEMC staff from the Coordinating Group and will not hire, terminate, reassign, or replace the Generation Wild NEMC staff without the consent of the Coordinating Group. FFRWR shall be solely responsible for the payment or provision of all compensation, benefits, withholding, taxes, or other items payable with respect to the Generation Wild NEMC staff. The Generation Wild NEMC staff shall not be deemed to be an employee of any entity other than FFRWR and shall not be entitled to workers' compensation benefits, unemployment compensation benefits, sick and annual leave benefits, medical insurance, life insurance, or pension or retirement benefits from any entity other than FFRWR by reason of this Agreement.

5. Role of Commerce City.

a. Commerce City will serve as the sponsoring applicant for Grant purposes and will execute the Grant Agreement.

b. Commerce City will be permitted to provide any notices, waiver or modification requests, and other submissions to GOCO as required by the Grant Agreement.

6. Role of Generation Wild NEMC.

- a. The Parties will use their best efforts to cooperate with each other in the Project. All Parties will designate a representative or representative(s) to serve as a liaison to the Generation Wild NEMC for the Project.
- b. All Parties will meet required deadlines for invoicing, reporting, and other Generation Wild NEMC business.

7. Funding.

a. All Grant funding shall be used only for eligible expenses approved by GOCO in accordance with the Grant Agreement. All grant fund eligible expenses shall be documented and receipts submitted to FFRWR for reporting requirements in accordance with the Grant Agreement.

b. As permitted by the Grant Agreement, FFRWR will request Grant funding on a “Progress Payment” basis as defined in the Grant Agreement.

c. The Parties will provide contributions of matching and/or in-kind funds in the years 2024 and 2025 to FFRWR substantially as set forth below to be used for the Implementation of Pathways, Programs and Capacity Projects in accordance with this Agreement:

FWS/RMANWR/FFRWR		\$60,000 In-Kind (Staff salaries, administrative support, office space, supplies)
FWS	\$20,000	Capacity Cash Match
	\$20,000	Youth Council Grant Cash Match
BLNC	\$8,000	In-Kind (staff salaries)
ELK	\$60,000.00	In-Kind (Staff salaries)
TUF	\$20,000.00	In-Kind (Staff Salaries)
BGCMD	\$190,000	In-Kind (Staff Salaries)
FFRWR	\$4,000	Cash Match for transportation and events
SCRGP	\$1,968	In-Kind (Staff Salaries)
MHYC	\$0	
GWD	\$0	
Commerce City	\$0	
Aurora	\$0	

8. Effect of Grant Agreement. Nothing in this Agreement will be construed in such a manner that would violate any term of the Grant Agreement. Nothing in this Agreement will be construed to require or to authorize any action in violation of the Grant Agreement. The Grant Agreement is attached as Exhibit A and incorporated in this Agreement by reference. If any terms or conditions of this Agreement conflict with those in Exhibit A, the terms in Exhibit A shall control.

9. Responsibility for Regulatory Requirements. Each Party shall be separately responsible for compliance with all applicable regulatory requirements in the performance of individual work under this Agreement or for any implementation grant, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements.

10. Publicity and Project Information. The Parties will comply with all publicity and project information requirements set forth in the Grant Agreement.

11. Limitations on FFRWR.

a. Independent Contractor. FFRWR's status with respect to the Parties shall be that of a private, nonprofit corporation cooperatively working with the Parties as an independent contractor solely for the purposes set forth in this Agreement.

b. Limited Authority. The scope of authority FFRWR may exercise shall be as expressly delegated, assigned, or allowed under, or necessarily implied in, this Agreement. FFRWR shall have no authority to avoid, modify, or waive any applicable ordinances or regulatory requirements enacted or adopted under the police or taxing powers of any of the Parties. This Agreement is not intended, nor shall this Agreement be construed, to establish or constitute a joint venture between or among any of the parties to the Agreement.

c. Contracts. This Agreement shall not be construed to grant FFRWR the right or power to bind, or to impose liability upon, any Party, through any contracts or agreements FFRWR may make, unless expressly provided in this Agreement or unless the prior, written approval of the affected party is obtained and the contract or agreement is in accordance with all applicable ordinances and regulatory requirements. All contracts or agreements made by FFRWR shall be in its own name and not in the name of any Party.

d. Nonprofit Status. FFRWR shall at all times take such actions as may be necessary to maintain and preserve, and shall refrain from taking such actions as may be detrimental to, its status as a nonprofit corporation that qualifies as a tax exempt entity under section 501(c)(3) of the Internal Revenue Code (or any successor provision).

12. Reports. In addition to the audit information specified elsewhere in this Agreement, FFRWR shall, on an annual basis, provide the Parties, if requested, a copy of any written report and/or return it has provided to the Internal Revenue Services with respect to its activities during the preceding year. In addition, FFRWR shall submit a reconciliation statement of its revenues and expenses on or before June 30th of each calendar year in such detail as any of the Parties may require.

13. Inspection & Audit. FFRWR shall maintain its books and records in Denver, Aurora, or Commerce City at a place known at all times to the Parties. Representatives of the Parties shall have the right to reasonably inspect and copy such books and records from time to time upon written notice to FFRWR. FFRWR shall maintain its financial records in accordance with generally accepted accounting principles consistently applied. At any time after five (5) business days prior notice to FFRWR of its intention to do so, and only once within any twelve (12) month period and at its own cost, any Party may cause to be made a complete audit of the records of FFRWR for any fiscal period within the preceding five (5) years. However, upon reasonable information of possible violations of this Agreement or misconduct on the part of FFRWR or its officers, employees or agents, a Party may conduct such inspections and/or audit of the records of FFRWR upon notice to FFRWR that is reasonable under the circumstances. If more than one Party wishes to conduct such an inspection or audit, FFRWR has the right to request the Parties to

coordinate the timing of such inspection or audit so that FFRWR is not subject to multiple and duplicative inspections/audits concerning the same issues.

14. Political Activity. No moneys provided by any Party that is a governmental entity and no funds raised or grants obtained by FFRWR, including any earnings thereon, shall be used in connection with any activity to further the appointment, election, defeat, or removal of any applicant, incumbent, or candidate for public office or any activity undertaken to influence the passage, defeat, or final content of any legislation or ballot proposal unrelated to furthering or implementing the Project.

15. Insurance. FFRWR will secure and deliver to an appropriate official of each Party that is a governmental entity at or before the time of execution of this Agreement, and to keep in force at all times during the term of this Agreement, as the same may be extended by amendment, an insurance policy or policies which shall include commercial general liability, business automobile liability, worker's compensation, and crime (employee dishonesty) to the following extent and in the following amounts:

a. Commercial General Liability: \$1,000,000 for each occurrence; \$1,000,000 for each personal and advertising injury claim; \$2,000,000 products and completed operations aggregate; and \$2,000,000 policy aggregate.

b. Business Automobile Liability: \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

c. Workers' Compensation: \$100,000 per occurrence for each bodily injury claim; \$100,000 per occurrence for each bodily injury caused by disease claim; and \$500,000 aggregate for all bodily injuries caused by disease claims.

d. Commercial Crime: \$260,000.

e. Professional Liability (Errors & Omissions): \$1,000,000 per claim and \$1,000,000 policy aggregate limit

FFRWR shall require its contractor(s) to provide commercial general liability, business automobile liability, worker's compensation, and professional liability for any contractor(s) providing professional services in the same amounts as specified above. Each policy shall name each Party that is a governmental entity as an additional insured and shall waive subrogation rights against the Party. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Risk Manager of each Party by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Failure to maintain insurance coverage as specified in this section shall be a basis for termination with cause.

16. Immunity. Under no circumstances shall any provision of this Agreement be construed as constituting a waiver of immunity on the part of any Party that is a governmental entity or for any of its facilities under the Colorado Governmental Immunity Act.

17. Indemnification. FFRWR shall hold harmless each Party that is a governmental entity and its respective elected and appointed officials, officers, agents, servants and employees (“Indemnified Parties” or individually, “Indemnified Party”), from and indemnify each and all of them against any and all damages, liabilities, claims or demands arising out of or incident to FFRWR’s performance of its duties hereunder and defend any cause of action or claims for relief, of whatsoever type or nature, arising out of such performance; provided, however, that FFRWR need not defend, indemnify or hold harmless any Indemnified Party described herein from damages or liabilities, to the extent resulting from the negligence, gross negligence, or willful misconduct of the indemnified Party or Parties. Any Party that is a governmental entity cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of FFRWR or any other persons or entities whatsoever, for any purpose whatsoever. Insurance coverage specified above constitutes the minimum requirements and these requirements do not lessen or limit the liability of FFRWR under this Agreement. FFRWR shall obtain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary. FFRWR shall at once notify each Party of all claims or demands described in this Section 16, or the attaching of any lien or charge.

18. Claims. If any claim, demand, suit, or other action is made or brought in writing by any person, firm, corporation, or other entity against FFRWR related in any way to this Agreement or the actions or activities of FFRWR hereunder, FFRWR shall give written notice thereof to each Party, within five (5) working days after being notified, of such claim, demand, suit, or other action. Such notice shall state the date and hour of notification and shall include a copy of any such claim, demand, suit, or other action received by FFRWR. Such written notice shall be submitted as provided by this Agreement.

19. Release. Each Party that is not a governmental entity hereby releases (and shall provide that any and all of its contractors release) FFRWR and its officers, agents, servants and employees from any and all damages, liabilities, claims or demands arising out of, or related to the allocation and/or disbursement of Grant funds or matching funds pursuant to this Agreement (including, without limitation, any decision not to allocate funds to a non-governmental entity), except to the extent resulting from FFRWR’s gross negligence or willful misconduct.

20. Term and Termination.

- a. Term. The term of this Agreement shall be from January 1, 2021 through December 31, 2026.
- b. Termination with Cause. The Parties may, upon consent of at least two-thirds of them (excluding FFRWR), terminate the Agreement, with cause, if they determine FFRWR is in breach of a material obligation or requirement under this Agreement and FFRWR fails to take all of the curative actions set forth in a written notice of breach delivered by such Parties to FFRWR within the period of time set forth in such notice (which shall be no less than thirty (30) days). No assent, express or implied, by a Party to any breach by FFRWR shall be construed as a waiver of any succeeding breach.
- c. Discretionary Termination. The Parties, on agreement by two-thirds of them (excluding FFRWR), or FFRWR may unilaterally terminate this Agreement at any time after providing thirty (30) days’ prior written notice to all other Parties.

d. Discretionary Withdrawal. Any Party may withdraw from participation in this Agreement by providing written notice to all parties. If a Party withdraws from this Agreement, the Agreement shall continue in full force and effect as to all other Parties unless and until it is terminated or expires as provided herein. A withdrawing Party shall not be entitled to recover funds contributed under this Agreement if such funds have been expended or are committed for payment. In addition, the Coordinating Group, in its discretion, may determine that projects of a Party that has chosen to withdraw may not be included in the Project.

e. Effect (for Dissolution). Upon termination of the Agreement, and if FFRWR is to dissolve within one (1) year of said termination, FFRWR shall promptly and seriatim:

- i. Establish a reserve, as deemed sufficient by FFRWR, to cover all outstanding or potential costs and financial obligation of FFRWR under this Agreement;
- ii. Return any unexpended funds contributed by any Party that were to be expended in accordance with this Agreement unless such funds have been earned and are due to be paid to or are otherwise approved for payment pursuant to this Agreement;
- iii. Pay all other outstanding costs and resolve all financial obligations of FFRWR and dissolve FFRWR, in accordance with Colorado law.

f. Effect (if no Dissolution). Upon termination of the Agreement and if FFRWR is not to dissolve within one year of said termination, FFRWR shall promptly return any unexpended funds that were contributed by a Party for the purposes of this Agreement to such Party unless such funds have been earned and are due to be paid or are otherwise approved for payment pursuant to this Agreement.

21. Non-Appropriation. Notwithstanding any other term or condition of this Agreement, all obligations of any government entity under this Agreement, including all or any part of any payment or reimbursement obligations, whether direct or contingent, will only extend to payment of monies duly and lawfully appropriated and encumbered for the purpose of this Agreement through such entity's legally required budgeting, authorization, and appropriation process. Further, no government entity, by this Agreement, creates a multiple fiscal year obligation or debt either within or without this Agreement. No government entity, by this Agreement, does not bind future legislatures to make such appropriations.

22. Nondiscrimination. During the performance of this agreement, the Parties will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The Parties will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. In addition to the foregoing, FFRWR agrees to comply with all applicable laws concerning non-discrimination against persons because of their race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability in connection with membership on the board of directors of FFRWR and its regular activities and actions. In connection with the performance of work under this Agreement, FFRWR agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, national origin, gender, age, military status, sexual orientation, marital status, or

physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts or agreements into which it may enter.

23. Assignment. Except as expressly provided in this Agreement, each Party agrees that this Agreement and the rights and obligations thereunder shall not be assignable or transferrable.

24. Amendments. This Agreement may be modified, changed, or amended only by mutual written agreement of the parties, approved and executed in the same manner as this Agreement.

25. Severability. The Parties agree that, if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado or the federal government, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the liability of Parties that are governmental entities, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

26. Compliance with Laws. The Parties acknowledge and agree that this Agreement shall be governed by and construed, to the extent applicable, in accordance with the laws of the State of Colorado, and all applicable ordinances and regulations, as such may be amended or recodified from time to time, and through Executive Orders and that FFRWR shall perform its obligations hereunder in accordance with applicable laws and those applicable rules and regulations promulgated by the Parties that are governmental entities.

27. Notices. Except for routine communications, written notices required under this Agreement and all other correspondence between the parties will be directed to the following and will be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

SCRGP:
Monique Fair, Executive Director
Sand Creek Regional Greenway Partnership
7350 East 29th Avenue, Suite 204
Denver, CO 80238

Commerce City:
Lisa Nordholt,
PRG Strategic Initiatives Supervisor
Department of Parks, Recreation & Golf
13905 E 112th Ave
Commerce City, CO 80022
Cc: City Attorney's Office
7887 E. 60th Avenue
Commerce City, CO 80022

Aurora:
Brooke Bell, Director of Parks, Recreation
& Open Space Department
City of Aurora

15151 E. Alameda Parkway, Suite 4600
Aurora, CO 80012

FWS:
Megan E. Klosterman, Deputy Refuge Manager
U.S. Fish and Wildlife Service
USFWS · Colorado Front Range National
Wildlife Refuge Complex
Rocky Mountain Arsenal National Wildlife
Refuge
6550 Gateway Road, Headquarters
Commerce City, CO 80022

State:
Mark Leslie, Northeast Regional Manager
Department of Natural Resources
Colorado Parks and Wildlife
6060 Broadway
Denver, CO 80216

BLNC:
Rachel Hutchens, Executive Director

Bluff Lake Nature Center
4760 Oakland St. Suite 200
Denver, CO 80239

BCGMD:

Jeff Steenhoek, Director of Accounting
Boys & Girls Clubs of Metro Denver
2017 West 9th Avenue
Denver, CO 80204

GWD:

Cindy Chang, Executive Director
Groundwork Denver
3280 N. Downing St, Unit E
Denver, CO 80205

MHYC:

Kia Abdool, CEO
Mile High Youth Corps
1801 Federal Boulevard

Denver, CO 80204

ELK:

Kim Weiss, Interim Executive Director
Environmental Learning for Kids
P.O. Box 21679
Denver, CO 80221

TUF:

Roth Vowels, Acting Executive Director
The Urban Farm at Stapleton
10200 Smith Road
Denver, CO 80239

FFRWR

Vanessa Thurk, General Manager
Rocky Mountain Arsenal National Wildlife
Refuge
6550 Gateway Road, Headquarters
Commerce City, CO 80022

If to Aurora, in addition to the above contacts, notices shall be sent to the address of the entity's Mayor as set forth in public record. The address for any Party may be changed at any time by written notice to the other Parties.

28. Conflict of Interest. No employee of any Party that is a governmental entity shall have any personal or beneficial interest whatsoever in the rights and benefits in this Agreement. FFRWR covenants and agrees not to hire or contract for services any employee or officer of a Party that is a governmental entity which would be in violation of relevant ordinances, codes, or regulations of such Party.

29. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement will be strictly reserved to the Parties. Any person other than the Parties will be deemed to be only an incidental beneficiary under this Agreement.

30. Legal Authority.

a. FFRWR warrants that it possesses the legal authority, pursuant to any proper and official motion, resolution or action passed or taken, to enter into this Agreement.

b. The person(s) signing and executing this Agreement on behalf of FFRWR warrants and guarantees that the signatory(ies) below has been fully authorized by FFRWR to execute this Agreement on behalf of FFRWR and to validly and legally bind FFRWR to the obligation and performance of all the terms and conditions herein set forth.

31. Execution. This Agreement shall not be or become effective or binding on any Party until it has been fully executed by all Parties.

32. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one Agreement.

33. Integration. This Agreement is intended as the complete integration of all understandings on the subjects herein between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Agreement in writing. Any oral representation by any officer or employee of a Party at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the Parties.

IN WITNESS WHEREOF, the Parties have caused this Cooperative Agreement for Generation Wild NEMC – GOCO Grant Program Implementation to be executed as of the Effective Date.

(Signatures contained on following pages.)

Contract Control Number:

Contractor Name: Generation Wild Northeast Metro Coalition (“Generation Wild NEMC”)

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____

CITY OF COMMERCE CITY, COLORADO

BY: _____
Jason Rogers, City Manager

ATTEST:

Dylan A. Gibson, CMC, City Clerk

APPROVED AS TO FORM:

John-Patrick Sansom, Assistant City Attorney

CITY OF AURORA, COLORADO

BY: _____
Mike Coffman, City of Aurora Mayor

ATTEST: Steven Ruger, City Clerk

APPROVED AS TO FORM:

Angela Garcia, Assistant City Attorney

Approved

Brooke Bell, Director of Parks, Recreation and Open Space

ENVIRONMENTAL LEARNING FOR KIDS

DocuSigned by:
Kim Weiss
BY: _____
Kim Weiss, Interim Executive Director

GROUNDWORK DENVER

DocuSigned by:
Cindy Chang
BY: _____
Cindy Chang, Executive Director

MILEHIGH YOUTH CORPS

DocuSigned by:
Kia Abdool
BY: _____
Kia Abdool, CEO

THE URBAN FARM D/B/A/ THE URBAN FARM AT STAPLETON

DocuSigned by:
Roth Vowels
BY: _____
Roth Vowels, Acting Executive Director

U.S. FISH AND WILDLIFE SERVICE

DocuSigned by:
Megan E. Klosterman
BY: _____
Megan E. Klosterman, Deputy Refuge Manager

COLORADO PARKS AND WILDLIFE DEPARTMENT OF NATURAL RESOURCES

DocuSigned by:
Mark Leslie
BY: _____
Mark Leslie, Northeast Regional Manager

**FRIENDS OF THE FRONT RANGE WILDLIFE
REFUGES**

DocuSigned by:
BY: Vanessa Thurl
Vanessa Thurl, General Manager

BOYS & GIRLS CLUBS OF METRO DENVER

DocuSigned by:
BY: Jeff Steenhoek
Jeff Steenhoek, Director of Accounting

BLUFF LAKE NATURE CENTER

DocuSigned by:
BY: Leila Regan-Porter
Leila Regan-Porter, Acting Executive Director

**SAND CREEK REGIONAL GREENWAY
PARTNERSHIP**

DocuSigned by:
BY: Monique Fair
Monique Fair, Executive Director

PROJECT BUDGET & DETAILS

APPLICATION SCOPE OF WORK

Source of Funds (CASH)	Date Secured	GOCO Funds	Matching Funds
GOCO, Generation Wild Interim Grant request		\$371,000.00	
Generation Wild NEMC, Youth Council grant from US FWS	2024/2025		\$20,000.00
Friends of the Front Range Wildlife Refuges Bus transportation and supplies for Refuge and Earth Day	2024/2025		\$4,000.00
Generations Wild NEMC Capacity Org Cash Match from US FWS	2024/2025		\$20,000.00
Source of Funds (IN-KIND)			
Generation Wild NEMC, Salaries, Admin support, office space, supplies			\$60,000.00
Bluff Lake Nature Center	2024/2025		\$8,000.00
Boys and Girls Clubs of Metro Denver	2024/2025		\$190,000.00
Environmental Learning for Kids ELK	2024/2025		\$60,000.00
Sand Creek Regional Greenway Partnership	2024/2025		\$1,968.00
The Urban Farm	2024/2025		\$20,000.00
	<i>subtotal</i>	\$371,000.00	\$383,968.00
TOTAL SOURCE OF FUNDS			\$754,968.00

Use of Funds (CASH)	Description	GOCO Funds		Matching Funds	Total Funding
		Year 1 <small>(Oct 23 - June 24)</small>	Year 2 <small>(July 24 - Dec 25)</small>		
Category	Programs and Scholarships for Generation Wild NEMC & Summer Camp Personnel (For 2024/2025: \$17,000 GOCO, \$4,000 BLNC Match) to support 1 Enviro Ed Director, 2 Program Managers, and 3 AmeriCorps Enviro Eds to coordinate & facilitate all aspects of GOCO Generation Wild related programming including Field Trips, Family Programs, and Summer Camp for All. Program Fees (For 2024/2025: \$20,000, \$4,000 BLNC match) to support student scholarship opportunities for partner organizations like ELK families at BLNC Summer Camp. NETs Bus Reimbursement (For 2024/2025: \$3,000) to support bus reimbursement fees for GOCO schools visiting BLNC.				
<i>vendor/service provider</i>	Bluff Lake Nature Center	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$48,000.00
					\$0.00
Category	Programs: Generation Wild NEMC Adventure Club staff salaries will be covered by another source of funds for 2024/2025. GenWild NEMC will apply for non-GOCO grants for program, transportation, supplies, and snacks for the GenWild NEMC clubs so Boys & Girls Clubs can continue all aspects of the GenWild NEMC Adventure Club.				\$0.00
<i>vendor/service provider</i>	Boys & Girls Clubs of Metro Denver	\$ -	\$ -	\$ 190,000.00	\$190,000.00
					\$0.00
Category	ELK Youth Naturally; The grant funds will go to support ELK staff salaries and partnerships and collaborations. Hiring qualified and passionate staff and instructors is crucial to ensure the success of the programs. Allocating funds to pay competitive salaries and benefits for educators and environmental experts will attract talented individuals dedicated to inspiring and teaching youth. Collaborating with other organizations, schools, or government agencies can expand the reach and effectiveness of the coalition's programs. Allocating resources to establish and maintain partnerships can lead to shared resources and expertise. ELK received \$50,000 per year in Years 4, 5, 6 and the \$30,000 per year not covered by the new grant will be covered/matched by ELK for years 2024/2025.				\$0.00
<i>vendor/service provider</i>	Environmental Learning for Kids ELK	\$ 10,000.00	\$ 10,000.00	\$ 60,000.00	\$80,000.00
					\$0.00

Category	Green Teams Groundwork Denver will employ youth ages 14-24 for eight weeks each summer to work on environmental and community improvement projects. Youth will be hired from neighborhoods within the GenWild NEMC project area, and projects will take place in the same neighborhoods. Projects may also take place at the Rocky Mountain Arsenal National Wildlife Refuge. Groundwork Denver youth will partner as much as possible with other GenWild NEMC partners to build community connection, strengthen coalition ties, reduce overlap, and increase impact per participant. In addition to summer employment, when funds allow, our Green Teams will support neighborhood based community work throughout the fall and spring.				\$0.00
<i>vendor/service provider</i>	Groundwork Denver	\$ 42,500.00	\$ 42,500.00		\$85,000.00
					\$0.00
Category	Team Recruitment. Because of high fixed costs, the GenWild NEMC Outreach Team will not be filled in 2024/2025. MHYC will use the funds to recruit youth from the GenWild NEMC communities to join other Youth Corps programs.				\$0.00
<i>vendor/service provider</i>	Mile High Youth Corps	\$ 7,500.00	\$ 7,500.00		\$15,000.00
Category	Spark Inspire Embrace Program, With our mission of promoting equitable access to the our local outdoor treasures, SCRGP will provide stewardship and environmental education opportunities for connections to diverse habitats and communities that thrive along the Sand Creek Greenway. SCRGP will endeavor to cover the salaries of program staff, covered by the GOCO GenWild grant for 2 years.				\$0.00
<i>vendor/service provider</i>	Sand Creek Regional Greenway Partnership	\$ 20,000.00	\$ 20,000.00	\$ 1,968.00	\$41,968.00
Category	All Around the Farm is an afterschool and summer program that facilitates farm animal and plant interactions as well as group activities that educate youth (K-12th) about horticulture, animal husbandry, and stewardship of the land through sustainable agriculture. Generation Wild NEMC partners including Boys & Girls Clubs, Commerce City Recreation Programs, Mile High Youth Corps Outreach Teams, and all other Generation Wild NEMC partners benefit from the diverse programming offered only by TUF. GenWild NEMC and TUF are applying for grants to cover staff salaries in 2024/2025.				\$0.00
<i>vendor/service provider</i>	The Urban Farm	\$ 21,000.00	\$ 21,000.00	\$ 20,000.00	\$62,000.00
Category	Partnership Program Funding, The grant will allow Commerce City programs to work with partners to provide customized programming specific to Commerce City needs. These programs will be designed to enhance existing programs (such as the Sand Creek Greenway as a guest teacher in our preschool programs, The Urban Farm hosting our youth and teen summer camps for a field trip, and ELK providing environmental education for Commerce City youth (Family camping at Barr Lake, snowshoeing and cross country skiing with Denver Parks and Recreation, and Bluff Lake hosting teens for a fireside chat).				\$0.00
<i>vendor/service provider</i>	Commerce City Parks Recreation & Golf	\$ 3,500.00	\$ 3,500.00		\$7,000.00
Category	Per City of Aurora Contract, funding directly to COA				
<i>vendor/service provider</i>	Aurora Parks Recreation and Open Space	\$ 18,000.00	\$ 18,000.00		\$36,000.00

Category	GenWild NEMC funds will focus on attracting close-in community members for the annual GoWild In Your Park/Refuge Day and Earth Day events. The Wheels to Wildlife which provides payment for buses for refuge field trips will continue with matching funds from FFRWR.				\$0.00
<i>vendor/service provider</i>	Friends of the Front Range Wildlife Refuges	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$8,000.00
Category	Administration Staff for the Capacity Organization will be funded with GOCO funds for 1 day a week for 2 years. Coordinating cooperation and collaboration will among GenWild NEMC partners is the first responsibility. Other important responsibilities include finding a new GOCO-eligible sponsor, raising outside funds, mentoring future strategic partnerships, and holding partner events and trainings.				\$0.00
<i>vendor/service provider</i>	Capacity Organization GenWild NEMC	\$ 41,000.00	\$ 41,000.00	\$ 80,000.00	\$162,000.00
Category	GenWild NEMC Youth Council, GenWild NEMC received \$20,000 from the USFWS and will apply for those cash match funds again for 2024/2025.				\$0.00
<i>vendor/service provider</i>	Capacity Organization GenWild NEMC	\$ -	\$ -	\$ 20,000.00	\$20,000.00
No funds for US FWS RMANWR, Denver Parks and Recreation, Barr Lake State Park		\$ -	\$ -		\$0.00
					\$0.00
	<i>subtotal</i>	\$185,500.00	\$185,500.00	\$383,968.00	\$754,968.00
Use of Funds (IN-KIND)	Description	Matching Funds			
Category	Refuge rangers/staff programs, administrative support, office space, supplies				
<i>vendor/service provider</i>	US FWS, RMANWR, FFRWR				\$60,000.00
Category	Staff salaries for staff formerly funded by GenWild NEMC, grant received				
<i>vendor/service provider</i>	Boys & Girls Clubs of Metro Denver				\$190,000.00
Category	Staff Salaries				
<i>vendor/service provider</i>	Environmental Learning for Kids ELK				\$60,000.00
Category	Staff Salaries				
<i>vendor/service provider</i>	Sand Creek Regional Greenway Partnership				\$1,968.00
Category	Staff Salaries				
<i>vendor/service provider</i>	The Urban Farm				\$20,000.00
Category	Staff Salaries				
<i>vendor/service provider</i>	Bluff Lake Nature Center				\$8,000.00
					\$0.00
				GOCO Funds	Matching Funds
			<i>subtotal</i>	\$371,000.00	\$383,968.00
TOTAL USE OF FUNDS*					\$754,968.00

* The Total Use of Funds must equal the Total Source of Funds in the section above.