

Cooperative Agreement
Between
the Colorado Wildlife Federation,
the National Fish and Wildlife Foundation,
Shell Oil Company,
the U.S. Army Program Manager's Office
at Rocky Mountain Arsenal,
and the U.S. Fish and Wildlife Service
(hereinafter referred to as the Parties)

I. Background

The U.S. Army (Army) and Shell Oil Company (Shell) have undertaken response actions at the Rocky Mountain Arsenal National Wildlife Area (Arsenal) pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act. The Arsenal contains important wildlife habitat, including a winter communal roost for bald eagles along the Arsenal's First Creek. Congress recently enacted legislation, the Rocky Mountain Arsenal National Wildlife Act of 1992, designating the Arsenal as a unit of the National Wildlife Refuge System when remediation of the Arsenal is certified as complete by the Environmental Protection Agency. Until that time the Arsenal is to be managed by the U.S. Fish and Wildlife Service (Service) as if it were a National Wildlife Refuge, subject to any limitations imposed by response actions at the site.

Over 100,000 people have participated in public use programs at the Arsenal during the past three years. Public interest in wildlife and recreational opportunities at the site will likely increase in the future as response actions permit. Significant coordinated and cooperative efforts by the Service and the Army continue to ensure that response actions and wildlife conservation responsibilities are properly handled at the site and access is provided for the public to view remediation and wildlife activities. The National Fish and Wildlife Foundation (Foundation) has facilitated public viewing of wildlife at the Arsenal by supporting publications, education, and other public use programs. The Colorado Wildlife Federation (Federation) assists with public use programs at the Arsenal by conducting education programs for children and adults from the Denver metropolitan area. All parties are interested in furthering public knowledge of the Arsenal's wildlife and environmental remediation efforts.

II. Purpose

This Cooperative Agreement (Agreement) between the Parties is entered into for the purpose of utilizing the

experience of the Federation in developing education programs which enhance the Service's public use programs at the Arsenal. The Federation has been actively involved in educational outreach efforts at the Arsenal for the past two years. As funding agencies, the Foundation and Shell will monitor and evaluate ongoing programs. The Service will review and approve or disapprove all proposed program activities conducted under this Agreement. The Army will be provided ample review opportunity by the Service to ensure that its participation is possible and that activities conducted hereunder do not conflict with response actions at the site. This Agreement defines the scope of activities and responsibilities of the Parties. This Agreement also provides a mechanism for the modification of those activities in response to changing circumstances.

III. Authority

This agreement is entered into under the following Federal authorities:

- A. Rocky Mountain Arsenal National Wildlife Refuge Act of 1992.
- B. Memorandum of Understanding among, inter alia, the U.S. Fish and Wildlife Service and the Department of the Army regarding Watchable Wildlife programs on Federal and State Lands, dated December 3, 1990.
- C. Federal Grant and Cooperative Agreement Action of 1977, Public Law 95-224.
- D. Endangered Species Act, 16 United States Code, Section 1531 et seq.
- E. Eagle Protection Act, 16 United States Code, Section 668 et seq.
- F. Memorandum of Understanding between the Department of the Interior and the Department of Defense for the Conservation and Management of Fish and Wildlife Resources on Military Installations, dated April 7, 1978.
- G. Comprehensive Environmental Response, Compensation and Liability Act, Title 42, United States Code, Section 9601-9675.
- H. Sikes Act, 16 United States Code, Section 670a-670f.
- I. Fish and Wildlife Act of 1956, 16 United States Code, Section 24a and d, and Refuge Protection Act, 16 United States Code, Section 460k.

- J. Federal Facility Agreement among the United States Environmental Protection Agency (Region VIII), United States Department of the Army, United States Department of the Interior (Rocky Mountain Region), and the Agency for Toxic Substance and Disease Registry, effective February 17, 1989.

IV. Scope of Work

For a period as hereafter set forth, the Parties shall furnish the necessary personnel, funds, and otherwise perform all things necessary for or incident to the performance of work set forth herein.

A. Colorado Wildlife Federation shall:

Task 1: Outreach program

-provide staff persons to conduct outreach programs for a minimum of 8,500 children and 2,400 adults in the Denver metropolitan area to increase their knowledge of Arsenal resources and activities.

Task 2: "Get Wild" program

-provide staff persons and a student intern to conduct the "Get Wild" education program for high school students from Adams City and Montbello High Schools addressing wildlife conservation and contamination cleanup efforts at the Arsenal. Activities conducted should be adaptable for use elsewhere.

Task 3: Summer education program

-provide one staff person and a student intern to plan and conduct two, week long summer programs on-site for children from Commerce City and Montbello neighborhood recreation centers.

Pursuant to Tasks 1, 2, and 3 above:

- (1) require Federation staff conducting programs to complete the Service's 40 hour training on Arsenal remediation and wildlife activities.
- (2) submit the following to the Service one month in advance of programs:
 - a) a schedule and plans for classroom presentations and programs conducted on-site. Plans shall include lesson concept or theme, objectives, time, setting/location, materials needed, background information, procedures, discussion questions and proposed evaluation forms.
 - b) logistical plans for transportation,

facilities, instructors, schools, contacts classes, and number of students to be reached through programs.

- (3) assure that students visiting the Arsenal during programs behave appropriately, in a manner conducive to the setting (field, lab, or office). Safety should always be the top priority.
- (4) follow all Army and Service safety policies and procedures when conducting activities on-site.
- (5) submit monthly progress reports to the Service and Shell summarizing program activities, audiences reached, numbers of participants, significant issues.
- (6) submit press releases, media contacts, promotional information, and other resource materials related to the education programs identified above to the Service for review and comment. This will include the insert planned for the Federation newsletter (see attachment 1). The Service will then submit this information with revisions, if any, to the Parties for review and comment prior to release to the press, media or any other individuals or organizations. Programs will be listed as a cooperative effort of the Federation, Foundation, Shell, Army, and the Service.
- (7) as requested, submit articles and program information on a quarterly basis to include in Service public use activity flyers.
- (8) conform to the Activities Coordination Policy outlined by the Service. Activities conducted by the Federation on the Arsenal will require all of their personnel and all parties they may sponsor, excluding students and teachers involved in their programs, to become Service volunteers for the purposes of accountability and health/safety on-site.
- (9) modify program activities and written materials prepared per Service comments on each Task plan subsequent to review by the Parties.
- (10) modify, reschedule, or cancel any activity as requested by the Service based on considerations related to wildlife management at the Arsenal, and as requested by the Army based on considerations related to response actions at the Arsenal.
- (11) submit a report accounting for all project

expenses to the Foundation and to Shell immediately following completion of the project. Include distribution of staff time, copies of receipts for purchases, and other supporting materials as requested. Funds provided under this agreement shall be expended for tasks as identified in Attachment 1 hereto. All equipment and educational materials purchased under this agreement will become the property of the Federation at the close of the project.

B. The U.S. Fish and Wildlife Service shall:

- (1) act as the primary point of contact for all activities conducted hereunder.
- (2) provide ongoing guidance, direction, training, and review of all program reports and activities to the Federation. Individual program activities will not proceed without prior approval by the Service.
- (3) continue to provide the Federation with a list of school groups and adults that will be visiting the Arsenal. Encourage teachers to arrange a pre-visit presentation conducted by the Federation.
- (4) as available, provide reports, brochures, maps, field equipment, and other resource materials requested by the Federation to enhance programs.
- (5) provide a representative to meet on a monthly basis with the Federation to evaluate program progress, identify and address issues of concern, and review plans for future activities. The Service shall set the date and time of these meetings, ensure that all appropriate parties are present and maintain a record of all assignments.
- (6) provide staff (park rangers or resource specialists) to assist with the "Get Wild" education program. Service staff will conduct programs for up to 8 groups of high school students (4 during fall semester, 4 spring) visiting the Arsenal. Each program will last approximately 2.5 hours.
- (7) provide facilities, on a space available basis, for up to 8 groups (30 students per group) participating in the "Get Wild" program at the Arsenal.
- (8) provide round-trip bus transportation for 240

students in the "Get Wild" program to visit the Arsenal, not to exceed 16 trips, 8 trips for programs conducted by the Service and 8 for Army.

- (9) provide one staff person to plan and conduct two, week long summer education programs for children on-site. Provide round-trip bus transportation for students participating in the summer program, not to exceed 10 trips.
- (10) submit press releases, promotional information, and other resource materials related to the education programs identified above to the Parties for review and comment prior to release to the press and media. Programs will be listed as a cooperative effort of the Federation, Foundation, Shell, Army and the Service.
- (11) modify, reschedule, or cancel activities conducted by the Federation as necessary, based on considerations related to wildlife management at the Arsenal.
- (12) provide quarterly reports to all of the Parties summarizing activities conducted hereunder. These reports shall include information provided by the Federation.
- (13) advise all parties of any potential program deficiencies that it may identify. The Service will bear all costs associated with its review efforts.

c. The U.S. Army shall:

- (1) provide ongoing guidance, direction, and review of all program reports and activities.
- (2) as available, provide reports, brochures, maps, equipment, and other resource materials as requested by the Federation to enhance programs.
- (3) provide a representative to meet periodically with the Federation, Foundation, Shell and the Service to assess program progress, identify issues of concern, and review plans for future activities.
- (4) provide staff to assist with the "Get Wild" program. Army staff will conduct programs for up to 8 groups of high school students (30 students per group) visiting the Arsenal (4 fall semester, 4 spring). Each program will last approximately 2 hours.

- (5) provide facilities, on a space available basis, for up to 8 groups participating in the "Get Wild" program at the Arsenal.
- (6) advise the Service of any need to modify, reschedule, or cancel activities conducted by the Federation, as necessary, based on considerations related to response actions at the Arsenal.
- (7) submit press releases, promotional information, and other resource materials related to the education programs identified above to the Parties for review and comment prior to release to the press and media. Programs will be listed as a cooperative effort of the Federation, Foundation, Shell, Army, and the Service.
- (8) advise all parties of any potential program deficiencies that it may identify. The Army will bear all costs associated with its review efforts.

D. Shell Oil Company shall:

- (1) contribute program funds to the Foundation as follows: within 30 days of execution of this Agreement a payment of \$40,000; within 90 days of execution a second payment of \$20,000; within 180 days of execution a final payment of \$17,414.
- (2) provide ongoing guidance, direction and review of all program reports and activities.
- (3) provide a representative to meet monthly with the Federation, Foundation, Army and the Service to assess program progress, identify issues of concern, and review plans for future activities.
- (4) advise all parties of any potential program deficiencies that it may identify. Shell will bear all costs associated with its review efforts.

E. The National Fish and Wildlife Foundation shall:

- (1) provide additional funds for the education programs described in this Agreement as outlined in the contract between the Foundation and Federation.
- (2) provide a representative to periodically review the Federation's progress on programs.
- (3) advise all parties of any potential program deficiencies that it may identify. The Foundation

will bear all costs associated with its review efforts.

- (4) release project funds to the Federation as defined in separate agreement with the Federation.

V. Deliverables

The Service will provide the Parties with quarterly progress reports September 30, 1993, December 31, 1993, March 31, 1994, and June 30, 1994. The June report will include an annual summary of all efforts and accomplishments of the program. Additional reports will be submitted by the Federation to the Service as described above in the Scope of Work.

VI. Period of Performance

The period of performance of this Cooperative Agreement is from the effective date of signature by the parties through June 30, 1994.

VII. Financial Administration

- A. The total not-to-exceed amount of funding to be provided by Shell under this Agreement is \$77,414.00.
- B. The Foundation shall contribute partially matching funds to those of Shell in the amount of \$49,492.00.

VIII. Representatives

Following are the initial representatives of the Parties. Any Party may change its representative by written notice to the other Parties.

U.S. Fish and Wildlife Service
Debbie Long
Education Specialist
Rocky Mountain Arsenal
Building 111
Commerce City, CO 80022-2180
303-289-0232

U.S. Army
Ann Gallegos
Public Affairs Officer
Rocky Mountain Arsenal
Building 111
Commerce City, CO 80022-2180
303-289-5301

Colorado Wildlife Federation
Carrie Warren-Gully
Executive Director
Suite 137, 7475 Dakin Street
Denver, CO 80221
303-429-4500

Shell Oil Company
John Wright
Manager, Public Affairs
Shell Oil Company
Suite 4100, 1700 Lincoln
Denver, CO 80203
303-861-7000

National Fish and Wildlife Foundation
Ivelise Velazquez
Environmental Education Coordinator
1120 Connecticut Avenue, NW Ste. 900
Washington, DC 20036
202-208-3040

IX. Renewal

This Agreement may be renewed yearly, for a period not to exceed five (5) years, if agreeable to all Parties. A proposed scope of work and budget for all subsequent years shall be provided to the Parties by the Federation by the preceeding November 1.

X. Modifications

Modifications may be proposed at any time during the period of performance by any party. Modifications must be in writing and signed by authorized representatives of all Parties. Modifications shall be signed prior to performance of additional work beyond that specified.

XI. Termination

This agreement may be terminated on the part of any party by giving written notice to the other parties. This notice must be given not less than 30 days prior to the effective date of the termination. If either Shell or the Foundation should withdraw from the Agreement, they would remain responsible for funds obligated at the point of termination.

XII. Effective Date

This Agreement becomes effective upon execution by the Parties:

U.S. Army

Signature: [Signature]
Name: Ev Gene A Bishop
Title: Program Manager RMA
Date: 6 May 1993

U.S. Fish and Wildlife Service

Signature: [Signature]
Name: RALPH O. MORGENWEDIC
Title: REGIONAL DIRECTOR
Date: MAY 6, 1993

Shell Oil Company

Signature: [Signature]
Name: W J McKinney
Title: Denver Site Project Mgr
Date: May 6, 1993

Colorado Wildlife Federation

Signature: [Signature]
Name: CURRIE WARREN-Gully
Title: Executive Director
Date: May 6, 1993

National Fish and Wildlife Foundation

Signature: _____
Name: _____
Title: _____
Date: _____

Attachment 1

Activities conducted under the terms of this Agreement will be supported by funds from the Foundation and Shell as indicated below.

<u>Task</u>	<u>Total Budget</u>	<u>Challenge</u>	<u>Foundation</u>
Task 1: Outreach program			
Salaries			
Education			
Coordinator (25%)	\$6,289.00	\$2,515.00	\$3,774.00
Education			
Specialist (100%)	\$32,156.00	\$11,868.00	\$20,288.00
Educational support	\$3,632.00	\$2,600.00	\$1,032.00
Travel (mileage)	\$4,000.00	\$2,300.00	\$1,700.00
Desktop computer	\$1,500.00	\$1,500.00	\$0.00
Task 2: "Get Wild" program			
Salaries			
Education			
Coordinator (55%)	\$13,837.00	\$5,535.00	\$8,302.00
2 Summer Interns (60%)	\$2,713.00	\$1,655.00	\$1,058.00
Water Test kits	\$1,020.00	\$627.00	\$393.00
Educational support	\$7,000.00	\$5,000.00	\$2000.00
Tee shirts	\$2,000.00	\$2,000.00	\$0.00
Travel (mileage)	\$3,200.00	\$2,337.00	\$863.00
Other miscellaneous	\$2,000.00	\$1,445.00	\$555.00
Task 3: Summer education program			
Salaries			
Education			
Coordinator (20%)	\$5,032.00	\$2,013.00	\$3,019.00
2 Summer Interns (40%)	\$1,808.00	\$1,103.00	\$705.00
Administrative Support			
Part-time Office Assistant (50%)	\$9,818.00	\$4,015.00	\$5,803.00
Publications			
\$5,520.00	\$5,520.00	\$0.00	
Colo Wildlife Insert (6 issues, 9,500 copies)			
Subtotal	\$101,525.00	\$52,033.00	\$49,492.00
Overhead (20%)	\$25,381.00	\$25,381.00	\$0.00
Total expenses	\$126,906.00	\$77,414.00	\$49,492.00