

COALITION AFFILIATION AGREEMENT

This affiliation agreement is made this _____ day of _____, 2____, by and between Coalition & Collaboratives, Inc., a nonprofit corporation, incorporated in the State of Colorado, whose principal office is: 38,000 Cherokee Ave, Lake George CO 80827 (hereafter referred to as “COCO INC”), and confers Affiliated Coalition status upon

(Insert coalition’s name)

(hereafter referred to as “Coalition”).

RECITALS

WHEREAS, COCO INC is a 501(c)(3) tax exempt organization;

WHEREAS, the purpose of COCO INC is to promote collaborative conservation and stakeholder driven efforts to protect and restore natural resources and local communities;

WHEREAS, the Coalition agrees to abide by and support the COCO INC Purpose and objectives to the fullest extent possible by encouraging its members to participate in COCO INC activities, promote COCO INC membership, and provide COCO INC services at the coalition and collaborative level, with the goal of bringing together individuals who are geographically proximate to one another in order to form dynamic networks furthering COCO INC’s Purpose;

WHEREAS, the Coalition agrees that it will not adopt any purpose that detracts from or conflicts with COCO INC’s Purpose or tax exempt status;

WHEREAS, COCO INC and the Coalition both have a vested interest in the success and growth of the organization at all levels; and

WHEREAS, the Chapter and COCO INC have determined that it is in their best interests to enter into this Agreement in order to set forth in writing the terms and conditions of their affiliation.

NOW THEREFORE, in consideration of the premises set forth above and the promises set forth below, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Recitals. The Recitals set forth above are incorporated in and made a part of this Agreement.

B. Terms and Conditions. For the duration of this agreement, the terms and conditions of the the relationship between COCO INC and the Coalition include the following:

1. Purposes

- A. This agreement and the Coalition relationship evidenced hereby are for the mutual benefit of the Coalition, COCO INC and their members. The purposes of the Coalition must be in furtherance of the purposes of COCO INC, to:
- a. its Vision of *Working Together, for People and the Planet*;
 - b. its Mission, *encouraging, fostering and supporting new, emerging, and existing coalition and collaborative groups to protect and restore natural resources and local communities through the cooperative efforts of stakeholders, with emphasis on best available science, community values, and economic sustainability*;
 - c. its governing documents, through consistently following the COCO INC Bylaws (incorporated by reference) as they are today, and as they may be amended from time to time; and to the Coalition's governing instruments which have been approved by COCO INC.

This agreement is intended to provide protection and guidance regarding each party's rights and responsibilities.

2. Grant of Charter to Coalition.

- A. Charter & Governance.** COCO INC hereby grants to the Coalition a nonexclusive charter to be a Coalition of Coalition's & Collaboratives, Inc. In accordance the Coalition is authorized to use the name and logo of COCO INC in or in connection with the Coalition's name and acronym, and in connection with the Coalition's activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, or subsequently provided to the Coalition by COCO INC.

The Coalition must have at least a minimum of nine distinct members, serving in the Board of Directors capacity, with:

- a. at least 50% and up to 60% representing "invested" local or regional government entities (including a mix of county, city, special districts, water providers, regional authorities or council's of government),
- b. at least 10% and up to 20% each for:
 - (a) environmental representatives;
 - (b) recreation, agriculture, or local business representatives;
 - (c) and interested citizens.

- c. At least one federal or state agency stakeholder (may be nonvoting).
- d. A Board member or executive level staff person appointed by COCO INC will sit on the Coalition Board of Directors in an ex officio role.

COCO INC recognizes that in certain small, rural areas, meeting the minimum number of distinct members and the breakout as specified above may prove challenging. Groups may request an exemption in writing from this requirement (see final page of agreement if an exemption has been approved). The written request must address how the group will work to achieve the best and broadest stakeholder involvement in the collaborative and represented on their leadership committee.

The Coalition will elect its own Board leadership with offices as outlined in the COCO INC Bylaws.

- B. Term.** All agreements will expire January 1st. To assure renewal, submit renewal request by November 30th. At that time, agreements may be renewed to qualifying Coalitions for another one-year agreement period.
- C. Renewal of Agreement.** Coalitions must apply to renew the agreement each year following approval of their initial agreement.
 - a. Coalitions must apply for renewal by submitting a letter of intent to renew within sixty (60) days of expiration of their current term and no later than thirty (30) days prior to the expiration of their current term. Coalitions not submitting a letter to intent prior to the expiration of their term shall be deemed an Inactive Coalition.
 - b. Along with the letter of intent to renew, the Coalition shall submit
 - i. a current roster of Coalition members, describing the type of stakeholder they represent: government, environmental, recreation, agriculture, business, or interested individual.
 - ii. updated and signed bylaws by Coalition officers
 - iii. summary of Coalition activities occurring during the agreement period based on a template supplied by COCO INC.
 - iv. an annual work plan for the coming year describing goals, projects, and intended outcomes for the coming year on a template supplied by COCO INC.

- c. Coalitions not fulfilling its agreement including but not limited to Section 2 (subsections D & E) may not be eligible for renewal. Any Coalition in violation of the Coalition Affiliation Agreement, its Coalition bylaws, the bylaws of COCO INC, or deemed ineligible by COCO INC Board of Directors at any time may be ineligible for renewal. Should COCO INC deny a renewal status a letter of explanation shall be sent within sixty (60) days. Should the Coalition wish to appeal the decision for renewal may do so using the same procedure stated in Section 8, subsection C.

D. Authorized Activities. COCO INC specifically authorizes the Coalition to conduct educational programming; monitoring; on-the-ground collaboratively-developed projects that protect and restore natural resources and communities; and such other activities that are consistent with COCO INC and the Coalition's missions, and an approved annual work plan.

E. Membership. Each member of the COCO INC Board of Directors, or the entity they represent, shall contribute an annual membership fee in such amount as may be determined by the COCO INC Board of Directors. The Board of Directors may, at their discretion, establish sliding fees for different classes of membership.

3. Obligations of COCO INC and Terms of Agreement for Coalitions in good standing.

COCO INC's obligations to the Coalition under this agreement shall include (these obligations may change dependent on the services and financial support available from COCO INC. COCO INC may also choose, at its discretion to discontinue offering one or more of these services at any time):

A. Marketing Support

1. Use of the COCO INC Logo according to usage guidelines
2. Link on COCO INC's website to Coalition website, and exposure in COCO INC emails, blogs, webpages, posts, etc.
3. Use of marketing templates and resource toolkits
4. Access to COCO INC support for video, editorial, and other communications.

B. Management Support

1. Invitation to all current and aspiring Coalition leaders in the Coalition Leaders' Workshop and Coalition leaders' conference calls

2. Access to cloud-based tools, including databases, smart charts, etc.
3. Use of Model Articles, Bylaws and Policies; and use of the Coalitions Handbook that will assist Coalitions in establishing and maintaining the highest degree of proficiency in Coalition leadership, management, programs, and membership development
4. Optional full-service financial management, including payroll and employee benefits; optional cross-organizational fundraising and shared, larger grants.
5. Optional participation in group purchasing of insurance (general and umbrella liability, property, D&O, volunteer, environmental, crime, computer & technology), and other goods and supplies
6. Optional staff management and staff sharing opportunities between various members
7. Optional operation under the COCO INC Group Determination of Exempt Status from the IRS. Coalitions must qualify and have received a Determination from the IRS in their own right under the designation of a 501(c)(3) charitable organization, or they must qualify for operation under the COCO INC Group Determination.
8. Those organizations under the Group Determination will be audited under COCO INC's audit; others will be required to have an annual audit if their revenue exceeds \$250,000 per year.
9. When COCO INC manages financial services for the Coalition, the Coalition's funds will be accrued and managed for its exclusive benefit and interests. COCO INC will establish a Coalition file in the bookkeeping system, and its income and expenses will be tracked separately from that of other groups under the umbrella. Its funds will not benefit other groups under the umbrella, nor COCO INC, except as to such extent as is specified in the annual workplan and budget for services in order to account for a pro-rata share of COCO INC expenses incurred in order to support the Coalition. Said workplan and budget are subject to annual review and approval by the Board of Directors of the Coalition and COCO INC's management or Board of Directors.

C. Program Support

1. Access to an COCO INC staff or Board members to speak at pre-determined Coalition events; the Coalition may be held responsible for certain speaker's travel and lodging fees so check before you schedule, and it is subject to availability of the requested speaker.
2. Access to a Speaker/Presenter resource list

3. Use of COCO INC conference call service and other virtual tools
4. Access and support from COCO INC staff, including trained field crews, volunteer coordinators, foresters, hydrologists, GIS, IT staff, etc. (fees will be charged against staff use to the Coalitions accounts)

D. Coalition's obligations under this agreement include:

1. Support COCO INC's Vision/Mission and conform to COCO INC's and the Coalition's governing documents, grants, agreements, and all laws.
2. Strive to achieve programming excellence and advance on-the-ground stewardship that is based on broad stakeholder involvement, best available science, and adaptive management principals.
3. Maintain and update records in databases and other tools supplied for consistent monitoring, reporting, learning, and sharing.
4. Participate in good-faith collaboration within the Coalition and COCO INC.
5. Appoint a Director to serve on the COCO INC Board of Directors

E. Work mutually to build support for collaborative conservation

1. Raise awareness among the public of such watershed- and natural-resource related issues.
2. Support environmental education efforts for K12, and college students
3. Support and use where reasonable resources such as internships, youth corps, veteran green corps, Americorp VISTA and NCCC crews, etc.
4. Participate in broader regional initiatives. Attend and present at conferences and meetings.
5. Engage volunteers and citizens in on-the-ground volunteerism.

4. Coalitions obligations and terms of Agreement to COCO INC

A. Governance Documents. The Coalition shall provide to COCO INC for review and approval, the governance documents, including Articles, Bylaws, Policies, and 501(c) (3) Determination (if not requesting recognition under the Group Determination). The Coalition's Bylaws shall remain, consistent in all material respects with the Model Bylaws attached hereto as Exhibit A. Any amendments to the Coalition's Bylaws must first be submitted to, and approved by COCO INC. The Coalition shall conduct its activities in accordance with its bylaws, and shall comply at all times with all of the requirements set forth in COCO INC's Bylaws and all other Coalition-related policies, procedures, handbooks, or other written guidance as established by COCO INC.

B. Recordkeeping and Reporting. Coalition shall maintain all records related to its governance, as well as any adverse notices or other correspondence received from any governmental agency (Internal Revenue Service, state Secretary of State or corresponding agency). Coalition shall maintain reasonable records related to all of its programs, activities and operations. Coalition shall submit regular written reports, no less than once per year, to COCO INC summarizing its programs, activities and operations that conform with its annual work plan. Coalition shall permit COCO INC to review appropriate documentation and records of Coalition programs, activities and operations at any time. Coalition is encouraged to utilize online tools supplied by COCO INC for regular reporting.

C. Programs and Activities. The Coalition shall endeavor to sponsor and conduct programs and activities that further the mission and brand of the Coalition and COCO INC, and shall use its best efforts to ensure that such programs and activities are of the highest quality with respect to content, materials, logistical preparation, and otherwise. The Coalition shall send to COCO INC on a quarterly basis (or more often if an individual Coalition feels it necessary) a schedule of upcoming meetings, conferences and seminars, as well as other programs and activities that Coalition intends to sponsor or conduct. COCO INC may send representatives to participate in such programs and activities.

5. Intellectual Property and Confidential Information

- A. The Coalition will be granted a limited license to use Intellectual Property of COCO INC, specifically
- a. logo of COCO INC, and other COCO INC trademarks, service marks, trade names, and logos,
 - b. COCO INC's online databases, smartcharts, and other tools and apps as now available or developed in the future.

The use of COCO INC's Intellectual Property will be limited in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement and any written guidelines attached hereto, otherwise incorporated herein, or subsequently provided to the Coalition by COCO INC.

- B. The Intellectual Property is and shall remain at all times the sole and exclusive property of COCO INC. The Coalition may use the Intellectual Property if and only if

such use is made pursuant to the terms and conditions of this limited license. Any failure to comply with the terms and conditions contained herein, whether willful or negligent, may result in the immediate suspension of this license, in whole or in part, by COCO INC. Failure to comply, whether willful or negligent, also may result in the suspension of the agreement of the Coalition by COCO INC. The interpretation and enforcement of these terms and conditions, and compliance shall be made by COCO INC in its sole discretion.

- C. COCO INC's logo may not be revised or altered in any way, and must be displayed in the same form as produced by COCO INC. This forbids the use of unique Coalition logos; the proper Coalition logo is the COCO INC logo as provided by COCO INC in electronic format.
- D. The Intellectual Property must be used by the Coalition in a professional manner and solely for official Coalition related purposes. The Coalition shall not permit any third party to use the Intellectual Property without COCO INC's express prior written approval. Coalition shall not sell or trade the Intellectual Property without COCO INC's express prior written approval. The Intellectual Property may not be used for individual personal or professional gain or other private benefit, and the Intellectual Property may not be used in any manner that, in the sole discretion of COCO INC, discredits COCO INC or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between COCO INC and the Coalition, including but not limited to the fact that the
- E. COCO INC shall have the right, from time to time, to request samples of use of the Intellectual Property from which it may determine compliance with these terms and conditions. COCO INC reserves the right to prohibit use of any of the Intellectual Property, as well as to impose other sanctions, if it determines, in its sole discretion, that the Coalition's usage is not in strict accordance with the terms and conditions of this limited and revocable license.

6. Liability and Representations

- A. COCO INC and the Coalition expressly acknowledge and agree that COCO INC and the Coalition are, and intend to remain, separate corporate entities and as such shall not incur any liability, obligation, or expense on behalf of each other, unless otherwise

provided in writing by COCO INC's Chief Executive Officer or Executive Committee and an authorized representative of the Coalition, pursuant to correspondence, agreements and approved work plans.

- B. The Coalition may not enter into any affiliations, contracts, or other binding agreements with a third party on behalf of other coalitions or COCO INC, unless authorized in writing by COCO INC's COCO INC's Chief Executive Officer or Executive Committee and an authorized representative of the Coalition, pursuant to correspondence, agreements and approved work plans..
- C. The conduct of the Coalition and its members and any other legal obligations, fees, costs, attrition clauses, or other related financial fees and charges undertaken by the Coalition and outside of COCO INC's management are the sole responsibility of the individual Coalition and may not be passed onto COCO INC under any conditions. COCO INC retains no legal or financial liability for actions of the Coalition outside its relationship with COCO INC.
- D. Coalition officers and officials shall speak only on behalf of the Coalition and recognize they may not speak or act on behalf of COCO INC.
- E. Should violation of this Agreement occur, the Coalition shall hold harmless, including but not limited to COCO INC, its subsidiaries, affiliates, officers, directors, employees, members, and other agents acting on behalf of or in relation to COCO INC. Costs and/or expenses incurred due to violations may result in COCO INC requiring the Coalition to incur costs related to the legal and/or financial resolution of any violations.

7. Termination

- A. The Coalition may surrender its affiliation by delivering notice of its intention to do so at least thirty (30 days) in advance of the effective date of such action.
- B. Upon termination, the Coalition shall cease using the COCO INC name, trademark, logo, and all other rights and privileges associated with being affiliated with COCO INC.
- C. The Board of Directors of COCO INC shall have the authority, by a majority vote, to suspend or revoke this Agreement if the Coalition is determined to be in violation of this agreement, the standards, mission, goal, or purposes of COCO INC. In such circumstances, the Coalition shall have the right to appeal the decision in writing

