

Friends Partnership Agreement

FRIENDS PARTNERSHIP AGREEMENT

between the

Green Bay National Wildlife Refuge

U.S. FISH AND WILDLIFE SERVICE

DEPARTMENT OF THE INTERIOR

AND

Friends of Plum and Pilot Islands

This Friends Partnership Agreement (Agreement) is between the **Green Bay National Wildlife Refuge (refuge)**, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and **Friends of Plum and Pilot Islands** (FOPPI/Friends).

I. AUTHORITY

The Service enters into this Agreement and any subsequent Friends Supplemental Partnership Agreement for Use of Service Property under the authorities of:

- A. The Anadromous Fish Conservation Act (16 U.S.C. 757a-757g), as amended.
- B. The Fish and Wildlife Act of 1956 (16 U.S.C. 741a-742j), as amended.
- C. The Fish and Wildlife Coordination Act of 1934 (16 U.S.C. 661-667e), as amended.
- D. Lobbying with Appropriated Moneys (18 USC 1913)
- E. The National Fish Hatchery System Volunteer Act of 2006 (16 USC 760aa – 1-4), as amended.
- F. The National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd-ee), as amended.
- G. The National Wildlife Refuge System Volunteer and Community Partnership Enhancement Act of 1998 (16 U.S.C. 742(f), as amended
- H. The Refuge Recreation Act of 1962 (16 U.S.C. 460k - k-4), as amended.

II. PURPOSE

The purpose of this Agreement is to facilitate and formalize collaboration between the Service and Friends in support of mutual goals and objectives defined by this Agreement.

III. **BACKGROUND**

- A. **Service Mission:** The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people.
- B. **Service Program Mission:** The mission of the National Wildlife Refuge System is to administer a national network of lands and waters for the conservation, management, and where appropriate, restoration of the fish, wildlife, and plant resources and their habitats within the United States for the benefit of present and future generations of Americans.

C. **Service Site/Program Description:**

Green Bay National Wildlife Refuge is managed by the Service as part of the National Wildlife Refuge System (NWRS). The included island refuges are managed as a National Wildlife Refuge Complex by numerous staff based at Horicon NWR in Mayville, WI, and the Wisconsin Fish and Wildlife Conservation Office in New Franken, WI. Staff dedicated to managing the refuge operations and Friends partnership includes a single full-time Wildlife Refuge Specialist acting as Refuge Manager.

The Green Bay National Wildlife Refuge was established in 1912 by Executive Order 1487, "...as a preserve and breeding ground for native birds," and Public Law 91-504, October 23, 1970, which designated the Refuge as a Wilderness Area.

Plum and Pilot Islands additions were established by Public Land Order 7681, dated October 17, 2007, "...to protect native and migratory bird habitat and endangered species habitat within the Great Lakes Basin ecosystem." Plum and Pilot Islands and all subsequent Green Bay NWR additions are not designated wilderness.

St. Martin and Rocky Islands additions were established under the authority of the National Wildlife Refuge System (NWRS) Administration Act of 1966, 16 U.S.C. § 668dd, dated September 25, 2015, "...to protect native and migratory bird habitat and endangered species habitat within the Great Lakes Basin ecosystem."

The Detroit Island parcel addition was acquired April 30, 2019 for administration by the Secretary of the Interior through the Service under authority of the NWRS Administration Act of 1966 "... to protect native and migratory bird habitat and endangered species habitat within the Great Lakes Basin ecosystem."

The five islands that make up the Green Bay NWR are located off the tip of Door County peninsula in Lake Michigan between mainland Wisconsin and Michigan. Three islands (Hog, Plum, and Pilot) lie between the tip of the Door Peninsula and Washington Island in Wisconsin

waters, while 2015 additions (St. Martin Island and Rocky Island) lie further northeast and within Michigan's border. The Nature Conservancy purchased the majority of St. Martin Island in 2013 and 2014 from private landowners and donated it to USFWS for inclusion in the Green Bay NWR in September of 2015. The remainder of the island (51 acres) and the lighthouse are owned and maintained by the Little Traverse Bay Band of Odawa Indians (Figure 1-1). Rocky Island, (26.2 acres) also owned by The Nature Conservancy, was donated at the same time. At over 1,300 acres, St. Martin Island is now the largest island in the refuge.

Plum Island is the next largest at approximately 316 acres while the smaller, Hog and Pilot, average around six acres. Hog Island provides nesting habitat for colonies of herring gulls, great blue herons, black-crowned night herons, and great egrets. Pilot Island provides nesting habitat for herring gulls, American white pelicans, and a large colony of nesting double-crested cormorants.

Green Bay NWR contains ecotypes and habitat rare elsewhere in Wisconsin, including the coastal fens and alvars (e.g. limestone barrens). These communities support rare plants such as dwarf lake iris (*Iris lacustris*) and Canada yew (*Taxus canadensis*), making the refuge a unique opportunity for conservation and management.

Human impact on these islands is evident from historic lighthouse and U.S. Coast Guard (USCG) structures on Plum, Pilot, and St. Martin Islands. The U.S. Coast Guard still maintains active aids to navigation on both Plum and Pilot Islands, and many of these islands' structures are listed on the National Register of Historic Places. (Refer to the Historic Structures Report attachment for detailed information related to historic structures found on Plum and Pilot Islands)

Plum Island contains a number of historic maritime buildings and structures including: original lighthouse ruins; active front and rear USCG range lights; keeper's quarters; fog signal; the Coast Guard Lifesaving Station; and a substantial boathouse and dock. Most of the structures were built in 1896 and many were added to the National Register of Historic Places in 2010.

Pilot Island has a combined lighthouse and keeper's quarters building, and a fog signal building. The Pilot Island beacon, originally built in 1858, was listed on the National Register of Historic Places in 1983. In addition to meeting the Service's conservation mission, the Service will work with others to preserve and interpret the historic and cultural aspects of the structures within the refuge in accordance with the Historic Preservation Act.

D. Friends Description:

FOPPI is a 501(c)3 non-profit organization incorporated in 2007 dedicated to their mission: "... to partner with U.S. Fish and Wildlife Service to support the preservation, restoration, maintenance, and contemporary use of the historic resources on Plum and Pilot Islands, and to conserve and protect wildlife resources, while providing opportunities for quality wildlife-dependent recreation."

FOPPI was incorporated to organize charitable, scientific, and educational activities, including the restoration, maintenance, and facilitation of the interpretive use of the historic structures on Plum and Pilot Islands.

FOPPI is a membership-based nonprofit organization. Members vote new members to the board of directors during a July annual meeting. Board members are those who have a fiscal or fiduciary responsibility to the membership. Board members review the financial statements and budget, approve spending over \$1000, approve bylaws changes, and are vested in the overall lifecycle of the organization. Board members serve a term limit that ranges from one to three years. Many board members choose to renew their term once it comes due.

FOPPI has two additional levels of leaders: Emeritus and Volunteer Leaders. Emeritus members are those that have served on the board and wish to remain involved in the decisions being made, even though they no longer have any voting power. Volunteer leaders are similar to the Emeritus in that they are not able to vote but are interested in contributing to the decisions being made. Volunteer leaders also remain in that role as long as they like, and often lead or contribute to specific teams such as Newsletter, Special Projects, Membership and Marketing.

E. Partnership History:

In 2007, the Bureau of Land Management of the United States Department of the Interior finalized and published Public Land Order No. 7681 in the Federal Register, transferring administrative jurisdiction of Plum and Pilot Islands from the United States Coast Guard to the Service. FOPPI formed in 2007 to partner with the Service to restore, preserve, interpret, and create a long-term rehabilitation plan for the island's historic and cultural resources.

In 2015 an Interim Stabilization Plan was conducted. The Historic Structures Report was completed in 2017 and provides refuge management and the Regional Historic Preservation Officer with tools to prioritize and plan logistics for the historic and cultural resources restoration projects on Plum and Pilot Islands. Most of the high priority projects to stabilize structures on Plum and Pilot Islands have been completed as of 2021.

Since 2017, projects which FOPPI has raised funds and paid for include: Lead abatement and repainting of maritime navigational range lights; roofing replacements and repairs; lead paint abatement and painting of the boathouse; dock repairs and restoration; brochure and informational materials; trail signage; and a HSR. In many cases, FOPPI has also created their own scopes of work, obtained contracts, and completed performance reviews of projects. Those efforts have provided an improved speed of response to urgent needs for saving some of the buildings and structures when compared to USFWS contracting processes and fund availability.

Refuge staff and the Regional Historic Preservation Officer created, maintain, and annually review a five-year matrix to assist in the planning of interpretation, preservation, and restoration projects for the publicly accessed island site assets and following specific historic island assets:

- Plum Island:
 - Boathouse
 - Life saving station and crew quarters
 - Paint house
 - Former Plum Island lighthouse ruins
 - Keeper's quarters

- Fog signal
- Front and rear range lights
- Pilot Island:
 - Lighthouse and keeper's quarters
 - Fog signal

Refuge staff develop an annual work plan for the refuge and prioritize Plum and Pilot Island preservation and restoration projects annually in consultation with the regional Historic Preservation Officer and with FOPPI. The refuge manager finalizes and approves the annual work plan and provides a copy to FOPPI, making them aware of the projects approved to proceed. Projects are coordinated on a minimum 2-year cycle.

With approved projects identified in advance by the Service in consultation with the five-year matrix and annual work planning, FOPPI raises funds to assist the Service in completion of projects. In many cases, FOPPI fundraises for an entire project's estimated cost, creates scopes of work, and completes projects. Projects are then bid for contract, but some projects are completed through volunteer service.

At the close of the field season, refuge and FOPPI coordinate a review of completed projects from the previous fiscal year, address success, deficiencies and needs, and revisit the long-term vision, deferred maintenance schedule, and project prioritization within a five-year matrix.

FOPPI recruits new members and volunteers actively throughout the year. As of 2022, FOPPI's membership exceeds 250 people, with more than 30 who directly volunteer for projects on the refuge annually.

The Service and FOPPI have cooperated through the following formal agreements and policies:

- Gravel Island, Green Bay, Harbor Island, Huron, and Michigan Islands National Wildlife Refuges [Comprehensive Conservation Plan](#), 2013
- Green Bay and Gravel Islands National Wildlife Refuge Visitor Services Plan, 2019
- Friends Partnership Agreement, 2019
- USFWS Friends Policy ([633 FW 1](#)), 2021

F. Partnership Scope of Work:

This partnership between FOPPI and the refuge exists to facilitate the work of FOPPI in support of the mission and objectives of the refuge, including the conservation and protection of habitat, wildlife, and historic resources. The refuge and FOPPI are partnering primarily to facilitate restoration, stabilization, and maintenance of the historic buildings and structures on Plum and Pilot Islands.

Both parties will engage local, state, and federal stakeholders to strengthen the community's understanding of the historic and natural resources of Plum and Pilot Islands, and build support of each organization's mission to conserve and protect Plum and Pilot Islands' natural and historic resources.

As further elaborated in this Agreement, FOPPI will in partnership with the refuge: sponsor programs that promote understanding and support of the refuge and its mission, and enhance appreciation for cultural resources and conservation of wildlife and wildlife habitat; raise funds as described in Section III.G of this Agreement for support of the refuge mission and purposes; coordinate work of the Friends members and board in activities to support the mission of the refuge; and engage in such other activities as the Friends and refuge may agree to for benefit of the refuge and its mission.

G. Fundraising and Solicitation Description:

FOPPI raises funds through grants, membership dues, fundraising events, merchandise sales, and other public and private contributions. Funds are raised to advance the historic preservation and other Service priorities on the islands. FOPPI may also supplement the biological, maintenance, environmental education, planning, interpretive, outreach, and other aspects of visitor services for the Service.

The Friends intend to generate revenue to support the activities authorized by this Agreement by conducting the following fundraising and solicitation activities:

(1) Sale of goods and services:

- a. In person, online, and possible nature store sales: Hats, shirts, sweatshirts, pins, painting prints, lighthouse passports, mugs, jewelry. Sales of items above are available on the FOPPI website for purchase in lieu of in-person sales at Plum island and at special events off refuge. Average annual sales of merchandise over the last five years (2016-2021) is roughly \$2,000, with 2021 sales at \$1,672.
- b. Memberships: Memberships are offered at different levels: Individual, Family, Patron, Keeper, Lifetime, Honorary, and Business. Total membership funds collected in 2021 were \$9,943, from 252 members. Plans for the agreement period include increasing membership to 275 by 2027.
- c. Workshops and programs (i.e. photography workshops): Programs are currently offered, such as "Explore Plum Island"

annual event, but funds are not collected. FOPPI may raise funds through workshops and programs with the permission of the USFWS and Green Bay NWR staff.

- d. Provide interpretive, educational tours on Plum Island with transport arranged aboard the M/V Shoreline for a fee or donation
- (2) Soliciting or acquiring donations of funds and in-kind goods and services
- a. Donations from the public and private sector (e.g., donation boxes, foundations): Donations have come in the form of higher-level membership levels, grants, stock, Amazon Smile, PayPal Giving Fund, Thrivent Financial, and Lighthouse Tours. Total contributions totaled \$230,000 in 2021 and \$20,000 in 2020. FOPPI plans to raise \$50,000 each year from donations for the next five years.
 - b. Bequests by will: FOPPI accepts bequests by will, but did not receive any in 2021. In 2020 FOPPI received \$1,700.
 - c. Fundraising events (e.g., benefits, silent auctions): FOPPI plans to host a native plant sale in 2022, and plans to host a sunset cruise, possibly with a silent auction. Program success will dictate continuing these events and fundraising items during the remainder of the agreement period. These events have an estimated fundraising goal of \$3,000 annually.
 - d. Fundraising campaigns (e.g., capital campaigns, endowments): FOPPI conducts quarterly appeals from their membership in newsletters as the primary fundraising campaign. In 2021, \$11,000 in donations were received.

FOPPI is researching endowment sources such as community foundations and the Wisconsin Historical Society.

During the agreement period, a capital campaign for the larger scope of restoration efforts may be undertaken, and a separate fundraising agreement will be filed for any capital campaign. A contributed fund exists to facilitate contracting related to capital campaigns. Current estimates found in the 2017 Historic Structures Report and project estimates produced in 2021 and

2022 for Plum and Pilot Island's identified projects exceed \$25 million.

(3) Applying for grants for project or activities:

FOPPI will raise funds via grants to support the USFWS approved project list whenever possible. Previous grants include:

- In 2021, FOPPI was awarded a \$200,000 grant to restore the Plum Island front range light and rear range light tower from the David L. and Rita E. Nelson Family Fund.
- The Door County Community Foundation granted FOPPI \$750 to contribute toward the cost of restoring the front range light and the rear range light tower.
- The Raibrook Foundation granted FOPPI \$2,000 to support the Plum Island Fog Signal Building roof replacement project.

IV. AUTHORIZATION AND TERM OF AGREEMENT

- A. Five-Year Performance Period: Both parties enter into this Agreement for a period of five years beginning on the day following Service ratification, with four annual modification options within the Five-year performance period to update significant changes in the partnership. Both parties expect that the terms in this Agreement will be renewed every five years so that they will not expire. The Project Leader must meet annually with the Friends Board of Directors to review and assess the effectiveness of the partnership as it relates to the purpose, goals, objectives, roles, and responsibilities outlined in this Friends Partnership Agreement.
- B. Agreement Renewal: Each time the Agreement is up for its five-year renewal, the Project Leader and the Friends president or designee will meet to review and modify the Agreement as described above. All agreements must be signed by the Friends President. The Friends Partnership Agreement is pre-approved by the Department of the Interior's Solicitor's office and Service Director. Regional Solicitor review is not required unless the scope of the added language is significant enough to require such a review. The Regional Coordinator/Regional Liaison will determine if additional Regional Solicitor review is necessary. Any revisions to the modified Agreement by the Regional Coordinator/Liaison/Solicitor shall be subject to the mutual review and approval of both parties. To become effective, the Regional Director (or designee) must review, approve, and sign this Agreement.

- C. 501(c)(3) Nonprofit Status: The Friends must have applied for and maintain nonprofit, tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and under applicable State and Federal laws. This Agreement and any Supplemental Agreements will automatically terminate if the Friends organization does not maintain its nonprofit status. At least once annually during the period of performance, the Friends must provide evidence of nonprofit, tax-exempt status as an attachment to this Agreement and or a copy of the letter from the Internal Revenue Service (IRS) confirming an application has been filed.
- D. Agreement Termination:
- (1) Termination: Each party may terminate this Agreement for any reason by giving advance written Notice of Termination. Termination is effective 60 calendar days from the date of receipt of the Notice, or upon the termination date specified in the Notice, whichever is later.
 - (2) Termination for Breach: Each party may immediately terminate this Agreement for a material breach of this Agreement by the other party. If a breach occurs, this Agreement terminates upon the breaching party's receipt of a written Notice of Termination for Breach. In each case, the Project Leader and the Friends Board of Directors must first meet to address concerns prior to termination. If either party is unwilling to meet, that fact should be documented prior to terminating the Agreement or any part of it. The non-breaching party may, but is not required to, provide the breaching party with an opportunity to cure the breach by a date specified in a cure letter. If the breach is not cured to the satisfaction of the non-breaching party by the specified date, this Agreement will automatically terminate on that specified date.
 - (3) Liability for Costs and Damages: Unless expressly provided for in this Agreement or related agreements, neither party is liable for any costs, damages, or other claims that result directly or indirectly from termination of this Agreement. All other rights and claims of the parties are preserved.
 - (4) Disputes and Venue: The parties agree that if there is a dispute between them, the Service and the Friends will promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties. The parties agree that the venue to begin litigation of any

disputes stemming from this Agreement is a Federal court with appropriate jurisdiction.

- (5) Disposition of Assets upon Termination or Expiration of this Agreement or Cessation of Friends Operations: Upon the termination or expiration of this Agreement or cessation of the operations of the Friends organization for any reason, those funds held for Service projects and activities, including all interest and earnings and all in-kind contributions, will be transferred to the Service or to a third-party the Service agrees to and (under such terms and conditions as the Service deems acceptable and consistent with Federal and State law) for use consistent with the purposes for which the donations were made. Nothing in this Agreement shall prevent Friends from satisfying allowable outstanding obligations reasonably incurred in association with this Agreement prior to the termination or expiration of the Agreement, with the funds described herein. Any personal property belonging to the Friends remains property of the Friends. Any Service property or resources held by Friends should be returned to the Service.
- (6) Agreement Suspension: Suspension of this Agreement may occur if in the sole judgment of the Service there is a violation of law or policy or risk to resources or public health and safety. Friends may appeal any such suspension of this Agreement in writing, and the Service shall within 15 days of such an appeal provide a written justification for the suspension, and state what corrective actions would be necessary to reinstate this Agreement.

V. **SERVICE AND FRIENDS RESPONSIBILITIES**

- A. Joint Responsibilities of the Service and Friends. Both parties jointly agree to:
 - (1) Work actively and collaboratively to achieve the following specified goals and objectives during the term of this Agreement:
 - i. Promote public awareness of the refuge, the Service, and their purposes
 - ii. Promote the general importance of federal public lands, National Wildlife Refuges, and the conservation and fish, wildlife, plants, and their habitats

- iii. Work together to provide historic restoration of structures on Plum and Pilot Islands within the terms of Service-provided guidance, standard operating procedures, prioritization, and planning
 - iv. Complete scopes of work related to specified historic preservation and restoration activities according to approved plans
 - v. Conduct and/or facilitate environmental education and interpretation of historic, cultural, and natural resources found on Plum and Pilot Islands in coordination with the refuge visitor services program
 - vi. Promote and facilitate volunteer service to achieve our missions
 - Coordinate individual or small group volunteer opportunities for specific Service-approved projects
 - vii. Participate in and/or facilitate public outreach events such as Washington Island Birding Festival, Door County Lighthouse Festival, Explore Plum Island, and Refuge Week
- (2) Participate in regular meetings to foster close cooperation on Agreement implementation.
 - (3) Communicate on a regular basis to discuss applicable site-related issues and projects and make timely decisions on matters necessary for proper implementation and administration of this Agreement.
 - (4) Work in good faith to execute additional agreements, as necessary, to meet the mutual objectives of the parties.
 - (5) Work jointly to encourage community engagement in shared stewardship of the Service by the local and national community.
 - (6) Meet annually to assess the effectiveness of the partnership as it relates to the purpose, goals, objectives, roles, and responsibilities outlined in this Friends Partnership Agreement to ensure expectations are clear and realistic, and modify this Agreement if there are any significant changes to the scope of the partnership. The meeting should also assess compliance with Service policies and procedures, discuss effectiveness of internal controls, and evaluate accountability for revenues, donations and expenditures.
 - (7) Take steps to avoid the appearance that either party represents the views of or directs the management or decision-making process of the other. The Service and the Friends must always maintain an evident and distinct separation between their distinct organizational management activities.
 - (8) Work together in good faith to resolve differences.

- (9) Identify how donations from the Friends to the Service, including money, goods, or services, will be used to improve, maintain, and update the Service site (or sites) or programs for which the donations were intended and are consistent with Departmental (374 DM 6) and Service policies ([212 FW 8](#))
- (10) Review and comply with Service policies for guidance prior to initiating any new fundraising efforts (capital campaigns, endowments, events, etc.) on behalf of the Service that are not already described in Section III.G of this Agreement. A modification to this Agreement is required for all fundraising efforts on behalf of the Service, and certain dollar thresholds may also trigger a separate Fundraising Agreement requirement prior to beginning fundraising (see [212 FW 8](#)).
- (11) Ensure that Friends fundraising and solicitation activities conducted on Service-managed property are described in the Supplemental Agreement, done on behalf of the Service site (or sites) or program with which they are affiliated, and are consistent with the mission, goals, and objectives of the Service.
- (12) Ensure that all net funds collected on Service-managed property through direct solicitation activities by Friends are deposited into the appropriate Service contributed funds account for which the funds were raised (e.g., Gifts, Community Partnership Enhancement donation receipt account) and used exclusively for the benefit of the particular site (or sites) or program for which the funds were generated. This requirement does not apply to donations collected by Friends through indirect solicitations (e.g., donation box), nature store revenue, memberships, or any fundraising activities conducted off Service property (see [633 FW 4](#) and [212 FW 8 Donations, Fundraising, and Solicitation](#)).
- (13) Ensure that Friends fundraising activities that involve games of chance (e.g., raffles for a fee, Bingo, door prizes for a fee) or that are associated with lobbying activities are not conducted on the Service's behalf or on Service-managed property, and do not express or imply involvement or endorsement of the Service.

B. The Service agrees to:

- (1) Designate a site/program employee as the Service Liaison with the Friends. The liaison role is to provide the Friends with regular and timely communication of mutually developed programs and projects.

- (2) Regularly attend Friends meetings and events, as appropriate, as a Service employee, subject to compliance with applicable Federal ethics statutes and regulations, including the Standards of Ethical Conduct for Employees of the Executive Branch and Department of the Interior policies, and invite Friends board members to appropriate Service planning meetings and events.
- (3) Help identify and provide opportunities for training and skill development for appropriate Service employees and Friends members that will improve the effectiveness of the partnership.
- (4) Provide an annual orientation to the Friends Board of Directors on the Department, Service, divisions and site goals, objectives, scope of operations, and the many programs that play a role at the site/program.
- (5) Identify and follow applicable laws, regulations, and Department and Service policies with which both parties must comply, and provide information to the Friends on laws, regulations, and policies.
- (6) Ensure that the Volunteer Services Agreements (Optional Form (OF) 301A) are properly completed and signed for each Friends member who will be acting as a Service volunteer, and that they accurately describe the work and duties that will be performed at or in support of the Service site/program. Review and update Volunteer Services Agreements annually.
- (7) Publicly recognize the Friends as the official site/program Friends organization.
- (8) Support the independence of the Friends organization's operation and administration by refraining from Service involvement in Friends' organization's management. As such, absent documented Service approval and legal and ethics review, Service employees will not serve on a Friends Board of Directors; dictate operations of a Board of Directors and its employees; complete State and Federal nonprofit requirements, such as writing bylaws and applying for tax exempt status under 501(c)(3) of the Internal Revenue Code; attend board meetings that are focused on the operation and administration of the board and organization; generally administer a nature store; develop organizational documents; execute business transactions and grant applications on behalf of Friends; or maintain Friends websites, newsletters, or social media sites.

- (9) Meet Departmental and Service regulations and policies for receiving and managing donations of funding, goods, services, real property, and other items. Verify quarterly reviews and annual reporting are completed. Annually report to Friends on the status of projects funded through Contributed Funds accounts.
- (10) Provide Friends with Service volunteer uniform components while working on behalf of the Service, and ensure that Friends are providing their members and employees with readily identifiable insignia of the Friends organization while working on behalf of the Friends organization on Service property.
- (11) Engage with the Friends organization in compliance with applicable Federal ethics laws and regulations, including the Standards of Ethical Conduct for Executive Branch Employees and Departmental and the Service policies, and consult with ethics officials in the servicing Departmental Ethics Office (DEO) for ethics guidance as appropriate.

C. The Friends agree to:

- (1) Maintain active tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and ensure that its articles of incorporation and bylaws comply with the requirements of the State in which it is incorporated.
- (2) Act as a volunteer-based organization with the mission of supporting a Service site (or sites) or program that may solicit funds or in-kind donations for the primary purpose to help advance the mission, purpose, and goals of that particular Service site (or sites) or program.
- (3) Conduct its fiscal operations in accordance with applicable State and Federal laws, and, when applicable, “Generally Accepted Accounting Principles” published by the Financial Accounting Standards Board.
- (4) Consider the need for obtaining a periodic evaluation of financial records (e.g., compilation, review, audit) by an independent accounting firm or someone with an accounting background, such as a Certified Public Accountant.
- (5) Identify a Friends Liaison, typically the president or other board member, to facilitate regular and timely communication with the Project Leader or Service Liaison about mutually developed programs and projects.

- (6) Ensure that Friends members and their staff, while working on behalf of the Friends organization, do not act in any way that leads to the public perception that they are Service employees or volunteers. Friends members should wear an easily observable and readily identifiable insignia of the Friends organization while working on behalf of the Friends or a Service volunteer uniform while working on behalf of the Service.
- (7) Avoid express or implied Service endorsement for a particular business, brand, product, service, enterprise, or nonprofit organization or state, imply, or attribute any partisan political activity to the Service or Service employees, including distribution of material directed at the success or failure of any political party, candidate for partisan political office, or any partisan political group.
- (8) Provide timely notification and invitation of appropriate meetings to the Project Leader and Service Liaison.
- (9) Ensure compliance with Service policies, procedures, and standards regarding the use of Service logos and program sub-logos and avoid the creation and use of anything that is confusingly similar.
- (10) Work with local Service staff regarding the display of Friends-created and printed materials, and outreach and interpretive displays on Service property.
- (11) Cooperate with the Service's Regional Director, designee, or Project Leader in sharing information on the Friends organization's records as it relates to the activities conducted under this Agreement. This cooperation shall include reviewing key information quarterly and providing an annual report which must include annual total expenditures and revenues, and current number of members (if applicable). Annual reporting will also include descriptions of how expenditures donated to the Service benefitted the Service. Section 501(c)(3) of the Internal Revenue Code describes compliance requirements on recordkeeping, reporting, and disclosure to the public upon request.
- (12) Not use any Service-appropriated funds (including property, utilities, services, or supplies) to lobby; attempt to influence Congress or any official of the government; favor or oppose any legislation, law, or appropriations; raise funds through games of chance; or conduct fundraising that is not in direct support of the Service site in which this Agreement is held.

- (13) Cooperate in Service efforts to comply with Departmental and Service policies, procedures, and standards regarding ethics laws and regulations, and provide information to Service employees regarding Friends meetings, events, and activities to assist them in complying with ethics laws and regulations, including the Standards of Ethical Conduct for Executive Branch Employees.
- (14) To the extent Friends commit to this Agreement or any related agreement, to raise funds for a particular project to benefit the Service (e.g., new facility), the Friends agree that it will not lobby for or otherwise seek appropriated funds from Congress for that project.
- (15) A separate Fundraising Agreement is required if the Friends organization leads a specific fundraising effort on our behalf with the intent of raising more than \$25,000. (Subject to change and according to [212 FW 8, Donations, Fundraising, and Solicitation](#)).

VI. **SUPPLEMENTAL AGREEMENT**

Use of Service Property: The Service and the Friends further agree that, by inclusion of a Supplemental Agreement (see attached) at the time of ratification, the Service and Friends will cooperate in the use of Service-managed property to support the mutual goals and objectives defined by this Agreement.

VII. **LIABILITY AND INDEMNIFICATION**

- A. Friends must indemnify, save, and hold harmless the Department of the Interior, the Service, and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs, and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature arising out of acts or omissions of the Friends, its employees, agents, and contractors (including any contractors' subcontractors). This includes injury to people (including injury resulting in death) and damage to property in connection with activities under this Agreement.
- B. Friends must promptly pay the Service the full value of all damages to the lands or other property of the Service caused by Friends, its employees, agents, representatives, or contractors (including any contractors' subcontractors) or, as agreed to by the parties, must work to repair or replace the damaged lands or property.

- C. Friends will cooperate with the Service in the investigation of any claim that may be filed with the Service because of the activities of the Friends, its employees, agents, representatives, or contractors (including any contractors' subcontractors).
- D. The Service shall be liable for any acts or omissions of its employees and/or agents, as permitted under the Federal Tort Claims Act.

VIII. **INSURANCE**

- A. Friends activities performed both on and off Service property may require general liability, Board of Directors and Officers, event, personal property, or other insurance.
- B. The Friends should periodically consult with a qualified professional to determine insurance needs that are consistent with best practices in the nonprofit industry. However, where the Service's Project Leader grants a Friends organization permission to conduct certain specialized activities on behalf of the Service and the activity is hosted or co-hosted by the Friends, the Project Leader may require that the Friends acquire appropriate insurance that is acceptable to the Service before hosting the activity.
- C. Where Friends have acquired insurance, the Department of the Interior and the Service must be listed as additional insured entities (Department of the Interior, U.S. Fish and Wildlife Service, 1849 C St NW, Washington, D.C. 20240). The insurance policy or policies must specify that the insurer has no recourse against the Department of the Interior and the Service for claim expenses, payments of any premiums, or deductibles due. The Service will not be responsible for any omissions or inadequacies of insurance coverage and amounts if the insurance purchased by the Friends is inadequate or otherwise insufficient.

The Friends currently hold the following insurance policies:

Commercial General Liability and Commercial Excess Liability Coverages:

- Commercial General Liability Coverage Forms and Endorsements
- Employment – Related Practices Exclusion
- Wisconsin Changes
- Common Policy Conditions
- Nuclear Energy Liability Exclusion
- Asbestos Exclusion
- Fungi or Bacteria Exclusion
- Snow Plow Operation Coverage

- Cap on Losses from Certified Acts of Terrorism
- Exclusion of Punitive Damages Related to Certified Acts of Terrorism
- Disclosure Pursuant to Terrorism Risk Insurance Act
- Acuity Ages – General Liability
- Recording and Distribution of Materials or information in Violation of Law Exclusion
- Conditional Exclusion of Terrorism (Relating to Disposition of Federal Act)
- Exclusion Access of Confidential or Personal Info/Data with Limited B1
- Additional Exclusion of Unmanned Aircraft

Limits of Coverage:

- General Aggregate Limit (Other than Products–Completed Operations), \$2,000,000
- Products – Completed Operations Aggregate Limit, \$2,000,000 Class Code 44444
- Personal and Advertising Injury Limit (Any one Person or Organization), \$1,000,000
- Each occurrence Limit, \$1,000,000
- Damage to Premises Rented to You Limit (Any one Person), \$100,000
- Medical Expenses Limit (Any one Person), \$5,000

Commercial Excess Liability Coverage Forms and Endorsements:

- Asbestos Exclusion
- Nuclear Energy Liability Exclusion Endorsement
- Conditional Exclusion of Terrorism
- Wisconsin Amendatory Exclusion
- Fungi or Bacteria Exclusion
- Commercial Excess Liability Coverage Form
- War Liability Exclusion
- Cap on Losses from Certified Acts of Terrorism
- Exclusion of Punitive Damages Related to Certified Acts of Terrorism
- Disclosure Pursuant to Terrorism Risk Insurance Act

Limits of Coverage:

- General Aggregate...\$1,000,000
- Products – Completed Operations Aggregate...\$1,000,000

- Each Occurrence...\$1,000,000
- Estimated Advanced Premium...\$500

See (Attachment C – Friends Organization Insurance Policies) for full policy details.

- D. The Service reserves the right to file insurance claims on its own behalf or to require the transfer of insurance proceeds from Friends to the Service where, in the Service's judgment, the Service will have to pay to fix the problem for which the claim is paid.
- E. While performing work on behalf of the Service under an approved Volunteer Services Agreement (Optional Form (OF) 301A), only individual volunteers, not the nonprofit organization, are provided protection for tort claims under the Federal Tort Claims Act and injuries under the Federal Employees Compensation Act.

IX. **ASSIGNMENT**

- A. **Assignment – Binding Effect:** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement is binding upon the parties who entered into it and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- B. **Waiver:** No waiver of any provision of this Agreement is effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement constitutes a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions of this Agreement.
- C. **No Third-Party Beneficiaries:** Unless expressly stated in this Agreement, nothing in it is intended to grant any legally enforceable rights or provide any benefits to a third party.

X. **MISCELLANEOUS**

- A. **Service Rules Govern:** The rights and benefits conferred in this Agreement and other Supplemental Agreements are subject to the laws, regulations, and rules that govern the Service and its employees. The mention of specific restrictions, conditions, and stipulations in this Agreement and any Supplemental Agreements do not in any way impair the general powers of supervision, regulation, and control by the Service.

- B. U.S. Fish and Wildlife Service Appropriations: Under 31 U.S.C. 1341, nothing contained in this Agreement may be construed to obligate the Service, the Department of the Interior, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate the Service, the Department of the Interior, or the United States of America to spend funds on any particular project of purpose, even if funds are available.
- C. Confidentiality Clause: The Service will make every legally permitted effort to maintain the confidentiality of information the Friends share with the Service, which is either the type of personal information protected under the Privacy Act of 1974, as amended, or constitutes confidential business information of the type the organization would not normally make available to the public.

XI. **AGREEMENT OFFICERS**

Officer for the U.S. Fish & Wildlife Service, **[INSERT SITE/PROGRAM NAME]:**

[INSERT OFFICIAL REPRESENTATIVE]
[NAME], [TITLE]
[SERVICE SITE/PROGRAM NAME]
[STREET ADDRESS]
[CITY, STATE ZIP]
[PHONE]
[EMAIL]

Officer for **[INSERT FRIENDS ORGANIZATION NAME]:**

[INSERT OFFICIAL REPRESENTATIVE]
[NAME], [TITLE]
[SERVICE SITE/PROGRAM NAME]
[STREET ADDRESS]
[CITY, STATE ZIP]
[PHONE]
[EMAIL]

The parties below have caused this Agreement to be executed by their respective duly authorized representatives.

Sign: _____
Suzanne Baird
Regional Chief of Refuges

Date: _____

U.S. Fish and Wildlife Service

Sign: _____ Date: _____

Project Leader/Refuge Manager
[INSERT Service Site/Program]
U.S. Fish and Wildlife Service

Sign: _____ Date: _____

President
[INSERT Friends organization name]

REQUIRED ATTACHMENTS CHECKLIST

633 FW 2 Exhibit 2 – Supplemental Partnership Agreement, Use of Service Property
(if applicable)

Attachment A – Articles of Incorporation

Attachment B – IRS Determination Letter (or a copy of the letter from the IRS
confirming an application has been filed)

Attachment C – Proof of Insurance policies

Attachment D – Fundraising Agreement (if applicable)

Attachment E – Bylaws

Attachment F – Current IRS form 990 (if applicable, for renewing agreements).