

**Friends Supplemental Partnership Agreement
Use of Service Property**

SUPPLEMENTAL AGREEMENT TO THE
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 ISLAND, INC.

This Friends Supplemental Partnership Agreement (Supplemental Agreement) is between the **Green Bay National Wildlife 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 Island, Inc.** (Friends).

I. PURPOSE

The purpose of this Supplemental Agreement to the Friends Partnership Agreement is to facilitate and formalize the cooperation between the Service and Friends in the use of Service-managed property to support mutual goals and objectives defined by this Supplemental Agreement.

II. BACKGROUND

A. Friends Scope of Work:

Friends of Plum and Pilot Island, Inc. (FOPPI) has been working with the Service, local stakeholders, and the public since 2007 to facilitate and to formulate the cooperation of the Service and the Friends to support the goals of conservation and the preservation, restoration, and maintenance of historic resources on Plum and Pilot Islands, while providing natural, historical and cultural resources interpretation and environmental education on Plum Island.

FOPPI utilizes federal Service property to conduct the following activities:

- Volunteer work projects, including historic preservation and restoration, habitat and wildlife management, and general facilities and grounds maintenance
- Special events
- Sale of FOPPI merchandise

- Interpretation of historic, cultural, and natural resources to the visiting public, including organized tours
- Facilitation of contracted historic preservation and restoration of specific buildings on Plum and Pilot Islands

Work is seasonal in nature, with most use of property occurring on Plum and Pilot Islands during publicly open periods of the refuge lands and real property (Memorial Day to Labor Day, as of March 2022). Some work may begin as early as spring ice out dates of Lake Michigan in the Door County waters, and as late as early October. Any work conducted before or after publicly open dates is under the specific direction and collaboration with the U.S. Fish and Wildlife Service staff of the refuge.

B. Description of Service Property:

Service property will be utilized to meet coordinated biological and historic preservation goals related to the missions of the Service and FOPPI. Buildings identified below and described in section IV.B may be used to stage materials, store equipment, and provide public programming to support fundraising and mission-based activities identified in the partnership agreement and any future fundraising agreements. Vehicles (motorized and non-motorized watercraft, ATV, lawn tractor, other heavy equipment, etc.) may be authorized for use when required to achieve mutual project goals and mission activities.

FOPPI use and entry to specified buildings is authorized by the Service with stipulations described in section IV.B of this agreement. Unaccompanied access to structures identified below is not permitted without advance notice to the Refuge Manager. Notice must include the date, time, person(s), and reason for access/use. Unaccompanied access to buildings and structures by FOPPI board and members is permitted for those identified within a filed volunteer service agreement (OF-301a) and may be subject to a federal background check.

Access to buildings and structures not listed below may be requested a minimum of 14 days in advance, and is prohibited without written permission from the Refuge Manager, a current OF-301a outlining conditions for access, and required safety training. Refer to Service-provided building access standard operating procedures for more information.

Buildings, structures, and other Service property used by FOPPI includes:

- Buildings and structures
 - East pier
 - Ferry landing
 - Boathouse
 - Paint house
 - Range lights
- Lands on Plum Island
- Equipment

- M/V Phebe
- John Deere lawn tractor
- Trailer
- Gas-power tools
- Hand tools

Regular maintenance and inventory of Service tools, equipment, and vehicles will be conducted in collaboration with the Service. Buildings and structures will be inspected for condition at the beginning and end of the field season, and maintenance or repair needs will be addressed together. Use of personal tools is discouraged, and the Service will not be liable for loss or damage to FOPPI or personal tools or equipment. Contractors are not authorized to use Service property to complete their work for any reason.

All projects on Service lands will be approved by the Refuge Manager and will follow Service policies and procedures, and the Wisconsin State Historic Preservation Office guidelines.

III. AUTHORIZATION AND TERM OF AGREEMENT

As stated in the Friends Partnership Agreement and including the following:

- A. 5-Year Performance Period: If included at that same time of execution of the Friends Partnership Agreement, both parties enter into this Supplemental Agreement for a period of 5 years beginning on the day following Service ratification, with four annual modification options within the 5-year performance period to update significant changes in the partnership. Both parties expect that the terms in this Supplemental Agreement will be renewed every 5 years so that they will not expire. If included after the execution of the Friends Partnership Agreement, both parties enter into this Supplemental Agreement for the existing performance period of the Friends Partnership Agreement.
- B. Agreement Renewal: Each time the Friends Partnership Agreement is up for its 5-year renewal, the Service's Project Leader for the site or programs and the Friends President or board designee will also meet to review, modify, and sign this Supplemental Agreement.
- C. Agreement Termination/Disposition of Assets: Upon the termination or expiration of this Supplemental Agreement, any personal property belonging to the Friends, including nature store inventory, remains property of the Friends. Any Service property must be returned to the Service. Upon the termination or expiration of the Friends Partnership Agreement, this Supplemental Agreement shall also terminate, and the disposition of any funds held by the Friends designated specifically for the Service or the activities conducted under the Friends Partnership Agreement or this Supplemental Agreement shall be as set forth in the Friends Partnership Agreement.

- D. Access and Closures: The Project Leader retains the right to have discretionary and emergency access to Service facilities and equipment that Friends use. Service properties, even those occupied by the Friends, are subject to management closures, Federal holidays, emergency closures, furloughs, and other Governmental actions that might impact regular daily operations and access. The Service is not responsible for any costs or damages to Friends in the event of such actions.
- E. Homeland Security Presidential Directives: Friends use of Service facilities and equipment and access to federally-controlled information systems must comply with Homeland Security Presidential Directives (HSPD) that mandate common identification standards for federal employees, volunteers, Friends, and contractors before they can access Government facilities and data systems. Friends representatives may need to obtain Federal security clearances prior to conducting the work of mutually agreed-upon programs and projects with Service-managed property and equipment.
- F. Withdrawal of Use: The Project Leader may withdraw the use of land or withdraw, modify, or relocate the use of facilities or equipment from Friends at any time for management or emergency reasons. Whenever possible, the Project Leader should give the Friends a 60-day written notice and meet with the Friends President prior to the withdrawal, modification, or relocation to discuss the decision and to give the Friends the opportunity to address the reasons leading to that action. Nothing in this Supplemental Agreement grants the Friends any interest in land or right of occupancy of the premises.
- G. 501(c)(3) Nonprofit Status: The Friends must maintain their non-profit tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and other applicable State and Federal laws. This Supplemental Agreement and the Friends Partnership Agreement will automatically terminate if the Friends organization does not maintain its nonprofit status.

IV. SERVICE AND FRIENDS RESPONSIBILITIES

- A. Joint Responsibilities of the Service and Friends. Both parties jointly agree to:
 - (1) Work together to ensure that Friends access of Government land, facilities, and equipment and federally-controlled information systems are compliant with the HSPD.
 - (2) Work together to adequately secure facilities and use reasonable care to prevent damage and loss of property. The Service is not responsible or liable for lost, damaged, or stolen Friends property while housed on Service property, except to the extent that such loss, damage, or theft is the result of the Service's negligence or omission.

- (3) Collaborate on the selection of sales items, including the quality and display location of sales items. Items for sale should have educational and outreach value and illustrate the purpose of the Service site/program, reinforce the mission and goals of the Service, and be consistent with the general design and décor of the facility. Friends may develop their own plans for merchandising, but the Project Leader (or designated Service liaison) is ultimately responsible for approving the items sold on Service property and may reject or request removal of proposed and existing items if they misrepresent the Service or are inappropriate, inaccurate, or of poor educational value.

Approved sales items currently include: FOPPI-branded hats, shirts, sweatshirts, mugs, and pins; art prints, lighthouse passports, and jewelry. Proposed sale items may include approved books, recreational guides and maps, and refuge species-related toys or stuffed animals.

Sales may occur during scheduled programs and events where visitors are participating in guided access to the boathouse interior.

- (4) Collaborate on nature store operational practices, including hours/days of operation.

B. The Service agrees to:

- (1) Provide the following facilities and equipment for the Friends use for the purpose of conducting work associated with the mutually agreed-upon goals, as described in the Friends Partnership Agreement. Friends must not use any Service-appropriated funds (including property, meeting rooms, utilities, services, or supplies) to conduct lobbying activities; 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 and other activities that are not in direct support of the Service site or program in which the Friends Partnership Agreement is held.

Specific Service-owned facilities and equipment and authorized uses are as follows:

- Buildings and structures
 - East pier: Non-commercial docking is permitted, including personal watercraft utilized for transport of members or associated volunteers. Docking locations will be designated by USFWS staff depending on vessel size, duration of use, and commercial nature of docking. Commercial vendors utilized as dedicated FOPPI water taxi service for authorized volunteer work days, FOPPI-managed contract work activities, or as specifically coordinated with the Refuge Manager may be allowed. Other commercial watercraft are only allowed docking by special use permit in

coordination with refuge management. The pier and boardwalk must be kept clear except during loading and unloading of materials or persons.

- Ferry landing: Use by Washington Island Ferry is allowed for transport of materials and equipment for contract-related activities, as coordinated with the Refuge Manager for dates and times. Safety and use training are required for use of mechanical ferry landing features.
- Boathouse: The boathouse may be used for greeting and orienting members, volunteers, and accompanied visitors in coordination with the Refuge Manager, and as meeting space for approved gatherings. FOPPI is also authorized to use the boathouse for storage of their property such as tables, chairs, interpretive materials, sales merchandise, other supplies and print materials. Space is reserved within the building in the south-west corner for merchandise sales as identified in the Partnership Agreement and any fundraising agreement(s). Use of the boathouse may also be authorized by the Refuge Manager for fundraising activities covered by the current Partnership Agreement and any fundraising agreement(s).
 - Unaccompanied access may be granted with a minimum of 2 business days' notice to the Refuge Manager in writing, including who will access, when (date, time, duration), and the reason for the request.
 - FOPPI members accessing the building without Service staff present must have a current filed volunteer service agreement (OF-301a) identifying them as a Service-authorized guide or contract liaison.
- Paint house: Accompanied access to the paint house (tool storage) is authorized in support of approved volunteer and/or member activities. Unaccompanied access is not allowed without permission of the Refuge Manager. Tools will be returned immediately following their use, and regularly inventoried. See "hand tools", below.
- Range lights: Use is permitted in support of tours and programs conducted under the Partnership Agreement.
 - Unaccompanied access may be granted with a minimum of 2 business days' notice to the Refuge Manager in writing, including who will access, when (date, time, duration), and the reason for the request.
 - Access without Service personnel present is allowed for FOPPI members with a current filed volunteer service agreement (OF-301a) identifying them as a Service-authorized interpretive guide or contractor-Service liaison.
- Other buildings and structures on Plum and Pilot Islands: Access to all other buildings and structures on Plum and Pilot Islands may only be granted by official request and/or permitted work. Accompanied access may be granted to authorized FOPPI members to facilitate contract work in specific cases. Unaccompanied access to the Plum Island life-saving station/crew quarters, fog signal, and keeper's quarters, and all Pilot Island structures by visitors,

FOPPI, or contractors is not authorized without written consent of the Refuge Manager, current OF-301a outlining conditions of access, and proper safety training for related environmental and other hazards of entry.

- Lands
 - Overnight use is prohibited unless approved by the Refuge Manager to meet mission-critical activities. Overnight use is restricted to the Refuge Manager's designated areas of Plum Island. Use of tents or hammocks must follow "Leave No Trace" guidelines and must not interfere with public use. Selection of sites shall be made to reduce visual impact and prevent public perception that the islands are open to public overnight use. A central area will be designated for eating, and all trash, recyclables and other items brought to the island will be removed following the completion of identified mission-critical activities.
 - FOPPI provides programming to the public such as guided hikes, habitat and wildlife interpretive programs, environmental education support, and special events. To these uses, FOPPI will use the mowed trails and cleared areas around historic structures. To prevent wildlife disturbance and the spread of invasive species, FOPPI will use and promote visitors using the invasive species boot brushes found on site. Off-trail use is not permitted except in cases of mission-based activities such as biological inventory and monitoring.
 - In coordination with the Refuge Manager, FOPPI may be granted outdoor storage of construction materials for contracted projects. Site selection and use must be communicated and agreed upon a minimum of 30 days in advance of any intended storage. Storage of materials for periods longer than 90 days will not be permitted without clear communication with the Refuge Manager and designated Service staff to coordinate prioritization and allow access to vital spaces, Service project materials, and maintenance equipment.
 - Access to lands on Pilot Island may be granted in conjunction with specified approved contract work. Unaccompanied access to Pilot Island lands may be granted with a minimum of 2 business days' notice to the Refuge Manager in writing, including who will access, when (date, time, duration), and the reason for the request.
- Equipment
 - M/V Phebe (Phebe): Only operated by Service staff, and for those USFWS volunteers who have completed motorboat operator certification course (MOCC), and any additional Refuge Manager's training requirements. FOPPI use of Service watercraft must be specifically listed in filed volunteer service agreements (OF-301a) to allow use, and must be accompanied by a filed vehicle use form (FWS 3-2267). Any damage, maintenance needs, or breakage must be reported immediately to the Refuge Manager. Use by

FOPPI is primarily as passengers, and not operators, for authorized projects and mission activities.

- FOPPI board/members, and volunteer passengers of the Phebe must have a filed OF-301a/b to board the boat for transport
 - Contractors may be allowed to ride aboard the Phebe when authorized by the Refuge Manager and accompanied by an authorized USFWS staff member.
 - Transportation aboard the Phebe for mission-related activities will be coordinated by the Refuge Manager to maximize efficiency and minimize cost or impact to the Service's mission critical activities throughout the Green Bay and Gravel Island National Wildlife Refuges. Requests for travel should coincide with existing float plans wherever possible. In situations where the Service's mission activity is not scheduled, FOPPI may request transport aboard the Phebe a minimum of 7 days in advance.
 - Coordinated float plans are subject to change or cancellation based on weather, lake conditions, staff availability, and boat maintenance needs with little notice. The Service will communicate changes and cancellations as soon as possible via phone (call and/or text) or email.
 - Approved pilots of the M/V Phebe will follow the vehicle use standard operating procedure and best practices provided by the Refuge Manager.
- Non-motorized watercraft (kayaks, canoes, stand-up paddleboards, etc.): Only operated by those who have completed a Service-provided non-motorized boat operator certification course. Additional safety training, certifications, and Refuge Manager approval are required for guiding non-motorized tours or programs. Any damage, maintenance needs, or breakage must be reported immediately to the Refuge Manager.
 - John Deere lawn tractor: Only operated by those who have completed all training required by the Refuge Manager and Service policy. Use of this equipment must be specifically listed in filed volunteer service agreements (OF-301a) and a filed vehicle use form (FWS 3-2267) to allow use. Any damage, maintenance needs, or breakage must be reported immediately to the Refuge Manager.
 - Trailer: Only operated by Service staff when utilized with heavy equipment or ATVs. Other use, including attached to the Service's John Deere lawn tractor, is allowed for those members and volunteers who have completed all Manager or policy required training. Any damage, maintenance needs, or breakage must be reported immediately to the Refuge Manager.
 - Gas-powered tools: Only operated by those who are authorized in a filed volunteer service agreement (OF-301a), and who have completed Manager's safety training requirements. May include, but is not limited to: string

trimmers, leaf blowers, and push mowers. Any damage, maintenance needs, or breakage must be reported immediately to the Refuge Manager. Note: Chainsaws may only be operated on refuge lands by Service staff who have completed Service S-212 training.

- Hand tools: Use is authorized by those who participate in a Refuge Manager-authorized safety briefing, and other specific training as required. FOPPI and associated volunteers will be provided and allowed to use basic hand tools (hammer, wrenches, etc.), electric power tools (drill, screw gun, pneumatic nail gun, circular saw, etc.), painting materials (brushes, rollers, trays, etc.), and landscaping tools (shovel, post-hole digger, rake, etc.). Tools will be secured in Service buildings and returned immediately following use. Any damage or breakage must be reported immediately to the Refuge Manager.
- (2) Provide the Friends with incidental utility services, including water, electricity, heat, air conditioning, internet, and phone to the extent that these utilities are available and previously required for the operation of the building and other Government purposes. The Project Leader may request the Friends to provide for their own utilities if expenses are above and beyond what is required for Government purposes.
- (3) Not use appropriated funds to purchase any office equipment specifically for the operation and administration of the Friends organization. The Friends will furnish any additional specialized equipment needed for the operation of their organization that the Service does not already own or lease and have available to use. Friends use of Government equipment must not impair the Service in achieving its goals and objectives. Friends must obtain approval from the Project Leader before purchasing and installing their own equipment.
- (4) Subject to HSPD compliance, the Project Leader or a designee must provide Friends guidance and direction about security when accessing Service property/facilities. The Project Leader may issue a key, security combination, or pass codes to Friends with proper Departmental security clearances. Keys will be issued with a receipt of property form (DI-104) for all keys and codes. Friends representatives may not duplicate or loan the key to any person or third party or disclose the combination or pass code. The last party vacating the premises takes full responsibility for making sure that doors are locked, gates are secured, and security systems are engaged.
- (5) Involve the Friends in the review and comment on Service plans that may redesign, renovate, or construct facility space currently occupied by the Friends.
- (6) Provide the Friends with information regarding applicable Service regulations and policies regarding operation and use of facilities.

C. The Friends agree to:

- (1) Obtain written approval from the Project Leader before altering Service property and understand that all improvements to Service property that the Friends make become the property of the United States without compensation.
- (2) Provide their own office supplies (e.g., paper, pens, envelopes).
- (3) Be solely and fully liable for loss of Friends inventory, property, and income in case of fire, natural disasters, or theft. The Government does not insure Friends belongings on Service property.
- (4) Allow Friends publications, all collateral pieces, and outreach and interpretive displays, distributed or displayed on Service property, to be reviewed by the Service for editorial and design quality. Materials dedicated to lobbying, influencing Congress or any official of the government, or games of chance must not be displayed on Service property and must not show any express or implied involvement or endorsement of the Service.
- (5) Abide by all Service regulations including, but not limited to, those pertaining to areas closed to the public and public use activities.
- (6) Maintain Friends-occupied facilities in a clean, orderly, professional, and safe condition and in accordance with applicable Service, State, and local fire and safety regulations.
- (7) Coordinate with appropriate Service staff when bringing on new Friends personnel who will be involved in direct contact with the public. Friends will supervise their own members and employees, but work with the Service Liaison or Visitor Services staff to orient any new personnel on the Service's mission, goals, and objectives, as well as visitor service standards of operation and conduct.
- (8) Give prudent consideration to the appropriateness, quality, accuracy, and educational value of sales items in order to maintain the Service's responsibility to the visiting public for Government integrity and reliability. The Project Leader may reject or request removal of items if they are determined to be inappropriate, inaccurate, or of poor educational value.
- (9) Not sell any items prohibited under Federal or State laws, such as original artifacts, endangered species products, Indian crafts, etc.
- (10) Not use the Service logo or program sub-logos on any items for sale to the public or as part of their organization's logo or as part of their headers on their websites, newsletters, or membership brochures.

(11) Schedule and provide their own paid staff and/or Friends volunteers to carry out the operation of their nature store.

V. LIABILITY AND INDEMNIFICATION

As stated in the signed Friends Partnership Agreement.

VI. INSURANCE

- A. The Government does not insure Friends property/equipment and nature store inventory on Service property. The Service strongly recommends and may require that Friends purchase the appropriate amount of insurance to protect against loss of inventory and other property in case of fire, weather, or theft.
- B. The Friends currently hold the following insurance policies related to the use of Service property:

[INSERT List type of insurance policies held specific to this Supplemental Agreement and briefly describe coverages.]

VII. ASSIGNMENT

As stated in the signed Friends Partnership Agreement.

VIII. AGREEMENT OFFICERS

Officer for the U.S. Fish & Wildlife Service, Green Bay National Wildlife Refuge:

Bill Peterson
[NAME], [TITLE]
[SERVICE SITE/PROGRAM NAME]
[STREET ADDRESS]
[CITY, STATE ZIP]
[PHONE]
[EMAIL]

Officer for the **Friends of Plum and Pilot Island, Inc.**:

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

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

Sign: _____ Date: _____
Suzanne Baird, Regional Chief of Refuges
U.S. Fish and Wildlife Service

Sign: _____ Date: _____
Bill Peterson, Project Leader
Green Bay National Wildlife Refuge
U.S. Fish and Wildlife Service

Sign: _____ Date: _____
President
Friends of Plum and Pilot Island, Inc.

ATTACHMENTS

Check if included at the time of execution of this Friends Supplemental Partnership Agreement.

Attachment 2A – Proof of Insurance policies (related to use of Service property)