

**FISH AND WILDLIFE SERVICE
PUBLIC USE MANAGEMENT**

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OVERVIEW

3.1 What is the purpose of this chapter? This chapter will help U.S. Fish and Wildlife Service (Service) employees work with Friends organizations through the development and implementation of the Friends Partnership Agreement and its supplemental agreement.

3.2 What are the objectives of this chapter? This chapter:

- A.** Describes the major components of a Friends Partnership Agreement and the supplemental agreement, and
- B.** Provides administrative guidance on the need and process for developing and modifying a Friends Partnership Agreement and its supplemental agreement.

AGREEMENT BASICS

3.3 What defines the relationship between the Service and a Friends organization?

A. The Friends Partnership Agreement is the required instrument that describes how Service employees and a Friends organization work cooperatively in support of the Service site (or sites) or program mission. The agreement details the substantial involvement of both parties and ensures that they both have a mutual understanding of the partnership. Friends Partnership Agreements are in effect for 5 years, at which point they must be renewed and, if agreed upon, signed.

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B. 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 the Friends Partnership Agreement to ensure expectations are clear and realistic and that the Friends activities are conducted for the benefit of the field station.

3.4 What is the purpose of establishing a Friends Partnership Agreement between the Service and Friends?

A. The Friends Partnership Agreement is the required instrument for Friends organizations to partner with a Service site (or sites) or program. The agreement:

- (1)** Provides the legal and policy framework defining the relationship between the Service and a Friends organization,
- (2)** Formalizes and facilitates the collaboration between the Service and Friends on mutually agreed-upon activities, and
- (3)** Ensures that both parties have a mutual understanding of their respective roles, responsibilities, rights, expectations, and requirements within the partnership.

B. The Friends Partnership Agreement is included as Exhibit 1 to this chapter.

3.5 What are the required components of a Friends Partnership Agreement?

A. All Friends Partnership Agreements must contain the following sections:

- (1)** Authority,
- (2)** Purpose,
- (3)** Background,
- (4)** Authorization and Terms of Agreement,
- (5)** Service and Friends Responsibilities,
- (6)** Supplemental Agreements (if applicable),
- (7)** Liability and Indemnification,
- (8)** Insurance related to the agreement,
- (9)** Assignment,
- (10)** Miscellaneous, and
- (11)** Agreement Officers.

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B. Attachments:

- (1) Articles of Incorporation,
- (2) Internal Revenue Service (IRS) determination letter (or a copy of a letter from the IRS confirming an application has been filed if the organization is in process of applying for incorporation),
- (3) Insurance policies,
- (4) Fundraising Agreement (if applicable),
- (5) Bylaws, and
- (6) Current IRS form 990 (if applicable, for renewing agreements).

C. A Friends Supplemental Partnership Agreement – Use of Service Property, is included as Exhibit 2 to this chapter. This supplemental agreement provides additional terms and responsibilities beyond the general terms of the Friends Partnership Agreement for partnerships that are more complex in scope. The supplemental agreement is required only for those Friends that use Service-managed land, facilities, or equipment.

DEVELOPING AND UPDATING AGREEMENTS

3.6 What is the process for developing a Friends Partnership Agreement and getting appropriate approvals?

A. Prior to developing an agreement, contact your Regional Friends Coordinator/Regional Liaison and ensure national consistency and timeliness.

B. Staff should work with the Friends president and/or board designee(s) to draft content for the Friends Partnership Agreement found in Exhibit 1 of this chapter. Working together, they should draft content in sections of the agreement marked “[INSERT DESCRIPTION]” to describe the specifics of the partnership, and they should add the supplemental agreement (if needed). The Friends Partnership Agreement has been approved by the Department of the Interior’s Solicitor’s office and Service Director, and the language and framework should not be altered. If there are circumstances in which a provision in the agreement does not apply (e.g., do not use Service property) or is against your State’s law, add clarifying language and a specific justification under the provision that explains why the provision does not apply to your partnership. All new language requested under these provisions must be highlighted for review by your Regional Friends Coordinator/Regional Liaison or a Solicitor, or both, to ensure that there are not any impermissible changes to the agreement.

- (1) Once both parties agree on the content, send the unsigned draft agreement(s) and all attachments (with highlights and specific justifications for any added language) to your Regional

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Friends Coordinator/Regional Liaison for review.

(2) If the Regional Coordinator/Regional Liaison doesn't request any changes, they will return the agreement to the Project Leader for signatures. If the Regional Coordinator/Regional Liaison has any question about whether addition of language is legally significant or might materially change the legal obligations of the parties within the draft agreement, they must contact the Regional Solicitor's office or servicing Ethics Counselor, or both, to ask them to review the change(s) in question. When the Regional review is complete, the Regional Coordinator/Regional Liaison will return the draft agreement to the Project Leader with requests for any changes that need to be made and will work with the parties until agreement can be achieved.

(3) After it's been signed by the Project Leader and Friends president, the agreement and its required attachments must be returned to the Regional Coordinator/Regional Liaison. The Regional Coordinator/Regional Liaison gives the signed agreement(s) to the site's/program's Assistant Regional Director (or designee) for review and approval before sending it to the Regional Director (or designee) for final approval and signature.

(4) The Regional Coordinator/Regional Liaison will return the original to the site (or sites) or program and keep a copy. The site will distribute a copy of the signed agreement to the Friends organization.

C. The Friends Partnership Agreement and supplemental agreement are effective for 5 years with up to four optional annual modifications during the 5-year period of performance to allow for any significant updates to the partnership on an annual basis by either party.

D. Each time the agreement is up for its 5-year renewal, the Project Leader and the Friends president or board designee meet to review, modify, and sign the agreement as described above in sections A through C. To become effective, the Regional Director (or designee) must review, approve, and sign a new agreement every 5 years.

3.7 May the Service or the Friends organization make annual review updates to its Friends Partnership Agreement and supplemental agreement? Yes, either party may propose updates to the agreement(s) during the annual review. Significant changes to the scope of the partnership goals, objectives, roles, or responsibilities may require Regional Solicitor review and approval from the Regional Director (or designee). Send all agreement updates to your Regional Friends Coordinator/Regional Liaison to help determine the necessary reviews and approvals.

RESOLVING CONFLICTS

3.8 How do Friends organizations and the Service resolve problems or disagreements?

The Project Leader and Friends president, or other board member(s), should first exhaust all efforts in meetings to resolve conflicts. If necessary, the Project Leader or Friends president (or designee) may ask the Regional or National Friends Coordinator to give guidance on identifying internal conflict resolution or mediation resources, such as existing Friends support programs or the Alternative Dispute Resolution services through the Service's Division of Human Capital. Other options available for facilitation or mediation include seeking assistance from other Friends

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organizations or contracting with an external facilitator or mediator.

3.9 May either party terminate the Friends Partnership Agreement or its supplemental agreement? Yes, 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. However, both parties reserve the right to terminate the agreement, or any part of it, at any time for a material breach of the agreement. 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. See Exhibit 1, the Friends Partnership Agreement, for specific provisions on agreement termination.

/sgd/ Noah Matson
ACTING DEPUTY DIRECTOR

Date: July 12, 2021