

**FISH AND WILDLIFE SERVICE
PUBLIC USE MANAGEMENT**

Public Use Management

Part 633 Friends Organizations

Chapter 3 Friends Partnership Agreements

633 FW 3

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.

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 together cooperatively in support of the Service mission. The agreement details the substantial involvement of both parties and ensures that they both have a mutual understanding of the partnership.

B. All current agreements with official Friends organizations must be converted to the Friends Partnership Agreement when they expire or within 3 years of the date this policy is published (whichever is first).

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/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 template Friends Partnership Agreement is included as Exhibit 1 to this policy.

3.5 What is in a Friends Partnership Agreement?

A. All Friends Partnership Agreements must contain, at a minimum, the following sections:

(1) Authority,

(2) Purpose,

(3) Background,

(4) Authorization and Term of Agreement,

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633 FW 3

- (5) Service and Friends Responsibilities,
- (6) Supplemental Agreements,
- (7) Liability and Indemnification,
- (8) Insurance,
- (9) Assignment,
- (10) Miscellaneous, and
- (11) Agreement Officers.

B. A template for the Friends Supplemental Partnership Agreement – Use of Service Property, is included as Exhibit 1, Part 2 to this policy. 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.

C. The templates and instructions for both agreements provide language common to most Service Friends partnerships. The content is based on Departmental and Service policies, but each individual partnership at the site/program level or within a Region may thoughtfully add and delete certain template language to meet varying partnership roles and responsibilities wherever Departmental and Service policies don't dictate otherwise.

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 (or designated Regional Liaison) for Region-specific guidance.

B. Starting with the Friends Partnership Agreement template, work with your Friends organization to modify language to meet the specific needs of the partnership and add the supplemental agreement (if you need it). Do not randomly edit template language due to personal preference and highlight any additions and strikethrough any deletions.

(1) Once both parties agree on the content, send the draft agreement(s) (with highlights and strikethroughs) to your Regional Friends Coordinator (or Regional Liaison) for review.

(2) If the Regional Coordinator/Regional Liaison doesn't request any changes, he/she will return the agreement to you for signatures.

(3) After it's been signed at the site, the Regional Coordinator/Regional Liaison gives the signed agreement(s) to the site's/program's Assistant Regional Director (or designee) for review before sending it to the Regional Director (or designee) for final approval and signature.

(4) The Regional Coordinator/Regional Liaison keeps the original and distributes signed copies of the agreement to the Service site/program office and the Friends.

C. The template Friends Partnership Agreement is pre-approved by the Service's Solicitor's office. Regional Solicitor review is not required unless the scope of the changes to the template is significant

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633 FW 3

enough to require it. The Regional Friends Coordinator (or designated Regional Liaison) and the appropriate Assistant Regional Director will determine if additional Regional Solicitor review is necessary.

D. The Friends Partnership Agreement and supplemental agreement are effective for 5 years with four annual modification options during the 5-year period of performance.

E. Each time the agreement is up for its 5-year renewal, the Project Leader and the Friends President or Executive Director will meet to review, modify, and sign the agreement as described above in section A through D. 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 modifications to its Friends Partnership Agreement and supplemental agreement? Yes, either party may propose modifications to the agreement(s) at any time during the 5-year period of performance. We highly recommend that the Project Leader and Friends Board of Directors review the agreement(s) on an annual basis. Significant changes to the scope of the partnership goals, objectives, roles, or responsibilities in a modification may require Regional Solicitor review and approval from the Regional Director (or designee). Send all agreement modifications to your Regional Friends Coordinator (or designated Regional Liaison) to help determine the necessary reviews and approvals.

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 their efforts in face-to-face meetings to resolve conflicts. If necessary, the Project Leader 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 CORE PLUS Program through the Service's Division of Human Resources. Other options available for facilitation or mediation include seeking assistance from other Friends organizations or contracting with an external facilitator or mediator.

3.9 May either party terminate the Friends Partnership Agreement or its supplemental agreement? Yes, either party may terminate the agreement with 60-days written notice. 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 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.

/sgd/ Daniel M. Ashe
DIRECTOR

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