

Friends Supplemental Partnership Agreement for Use of Service Property

The **Friends Supplemental Partnership Agreement for Use of Service Property** provides additional terms and responsibilities beyond the general terms of the Friend Partnership Agreement, and is required only for those Friends that use U.S. Fish and Wildlife Service (Service) land, facilities, or equipment. This agreement should either be completed and added to the Friends Partnership Agreement at the same time of Service ratification or added to an approved Friends Partnership Agreement as a modification. The Supplemental Agreement includes language for most uses of Service property by Friends, including the operation of nature stores on Service property.

Agreement Preparation and Approval Process

Refer to [Exhibit 1, 633 FW 3](#), for detailed information about completing this agreement and getting the appropriate approvals.

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

SUPPLEMENTAL AGREEMENT TO THE
FRIENDS PARTNERSHIP AGREEMENT
between the
[INSERT SERVICE SITE/PROGRAM NAME]
U.S. FISH AND WILDLIFE SERVICE
DEPARTMENT OF THE INTERIOR
AND
[INSERT THE FRIENDS ORGANIZATION NAME]

This Friends Supplemental Partnership Agreement (Supplemental Agreement) is between the **[INSERT SERVICE SITE/PROGRAM NAME]**, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and **[INSERT Friends name]** (Friends).

I. PURPOSE

This Supplemental Agreement is needed for those Friends that use Service lands, facilities, or equipment. The agreement includes standard language for use of Service land, facilities, and equipment that may vary in scope, with an emphasis on nature store space. If operating a nature store on Service property, this Supplemental Agreement also provides standard in-depth language on terms of a sales operation by Friends on Service property. The provided language should not be edited. If any added language materially changes the legal obligations of the parties within the draft agreement, the Regional Solicitor's Office must review the proposed changes. Please see agreement instruction page (first two pages of this exhibit) for more information about adding clarifying language to this agreement.

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

[The Background section provides the context for the Supplemental Agreement. It states the intent of the parties as it relates to the use of Service-managed property and is helpful when interpreting the agreement.]

- A. **Friends Scope of Work: [INSERT A brief description of the complexity (scope of work) of the Friends operations as it relates to Friends use of Service-managed property.]**
- B. **Description of Service Property: [INSERT A description of what property (land, facilities, equipment, and locations) the Service will provide the Friends and how that**

leads to furthering mutually agreed-upon goals and objectives. Listing of more specifics follows in section IV.B]

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 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.

[OPTIONAL - INSERT List of mutually agreed-upon sales items and description of sales terms.]

- (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.

[ADDRESS (a) - (d) AS NEEDED BELOW. Identify and describe location(s) and attach maps or room diagrams if helpful. Describe use, extent, limitations to use, and purpose of use.]

- (a) Office and meeting room space;
 - (b) Government equipment, such as phones, fax machines, furniture, etc.;
 - (c) Storage space for storing outreach and interpretive materials, sales merchandise, and other supplies; and
 - (d) Nature store space.
- (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. 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 [INSERT SITE/PROGRAM NAME]:

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

Officer for the [INSERT NAME]:

[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: _____
Regional Director **[or INSERT designee]**
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 of Name]

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)