

FRIENDS PARTNERSHIP AGREEMENT  
Between the  
**SAN LUIS VALLEY NATIONAL WILDLIFE REFUGE COMPLEX**  
U.S. FISH AND WILDLIFE SERVICE  
DEPARTMENT OF THE INTERIOR  
AND  
**FRIENDS OF THE SAN LUIS VALLEY NATIONAL WILDLIFE REFUGES**

This Friends Partnership Agreement (Agreement) is between the San Luis Valley National Wildlife Refuge Complex (Refuges), a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and Friends of the San Luis Valley National Wildlife Refuges (Friends).

**I. AUTHORITY**

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

- A. The Fish and Wildlife Act of 1956 (16 U.S.C. 741a-742j).
- B. The National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd-ee), as amended.
- C. The Refuge Recreation Act of 1962 (16 U.S.C. 460k - k-4), as amended.
- D. The Anadromous Fish Conservation Act (16 U.S.C. 757a-757g), as amended.
- E. The Fish and Wildlife Coordination Act of 1934 (16 U.S.C. 661-667e), as amended.
- F. The National Wildlife Refuge System Volunteer and Community Partnership Enhancement Act of 1998 (16 U.S.C. 742f), as amended.
- G. The National Fish Hatchery System Volunteer Act of 2006 (16 USC 760aa – 1-4), 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 the 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 Division 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: San Luis Valley National Wildlife Refuge (NWR) Complex (Refuges) consists of three Refuges that include Monte Vista NWR, Alamosa NWR, and Baca NWR. The Refuges provide important habitat for a variety of wildlife species on 119,330 acres of land within the San Luis Valley of south-central Colorado. Habitats include a diversity of riparian systems along the Rio Grande and several creeks, created and natural wetlands including playa basins, and large expanses of shrublands and grasslands. The Refuges provide habitat for several federally threatened and endangered species and State species of concern. The missions of the Refuges include providing habitat for migratory birds and other resident wildlife, protecting the region's hydrology, and protecting cultural resources. The Refuges support wildlife-oriented recreation when it is compatible with the mission. Compatible recreational opportunities include hunting, fishing, wildlife observation, photography, environmental education, and interpretation.
- D. Friends Description: The Friends incorporated as a nonprofit 501(c)(3) corporation on May 2, 2000. Their mission is to support the Service and to promote awareness of the Refuges by providing educational and outreach activities and support.
- E. Partnership History: The Friends, established in 2000, work closely with Service staff to promote awareness of our local refuges, and to advocate for the National Wildlife Refuge System at the national level.
- F. Partnership Scope of Work: The Friends host a variety of events each year, including the Monte Vista Crane Festival, which is held in the spring over multiple days and draws several thousand visitors to the San Luis Valley. This is one of the oldest birding festivals in the United States. The Friends have a Memorandum of Understanding with the Monte Vista Chamber of Commerce (Chamber), Refuges, and the City of Monte Vista (City) to plan and conduct this large event, which is focused at Monte Vista NWR. The Friends also host a 1-day Kids Crane Festival each fall. The Friends collaborate with the Refuges to host an annual Friends and Neighbors Picnic each year to provide an opportunity for landowners who own land adjacent to the Refuges to meet with Refuge staff and Friends in an informal setting. In addition, they host field trips and workdays on the Refuges. Friends and volunteers may also staff the visitor center at the Alamosa NWR.

The Friends coordinate efforts with the National Wildlife Refuge Association to advocate for the Refuges at the national level and visit with elected officials on behalf of the Refuge System.

- G. Fundraising and Solicitation Description: The majority of the Friends revenue comes from memberships and donations. The Friends actively solicit members and donations at the events they host throughout the year. Periodically, the Friends seek additional funding through various grant programs, and generate a small amount of income from the sale of

books, clothing, and other items at the Alamosa NWR Visitor Center.

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. Nature store sales of books, clothing, and other items at the Alamosa Visitor Center generates \$300 - \$400 annually.
- b. Membership sales, both in person and online generate approximately \$1,200 annually.
- c. Special events may generate \$10,000 annually. The Friends, in partnership with others, plan and conduct the Monte Vista Crane Festival. Revenue generated by the Festival is used to pay for expenses such as bus rental, speakers, equipment, and other expenses. Net proceeds go back into the Festival planning and execution budget.

(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, online donations, foundations) generate approximately \$300 per year.
- b. Bequests by will
- c. Special fundraising campaigns (e.g., capital campaigns, endowments)

(3) Applying for grants to fund specific projects range from \$1,000 to \$5,000. The Friends have no paid employees, so all funding is used to support our mission.

#### **IV. AUTHORIZATION AND TERM OF AGREEMENT**

- A. 5-Year Performance Period: Both parties enter into this 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 agreement will be renewed every 5 years so that they will not expire.
- B. Agreement Renewal: Each time the agreement is up for its 5-year renewal, the Project Leader and the Friends Executive Director or President will meet to review, modify, and sign the agreement. 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 enough to require such a review. The Regional office will determine if additional Regional Solicitor review is necessary. To become effective, the Regional Director (or designee) must review, approve, and sign the agreement.
- C. 501(c)(3) Nonprofit Status: The Friends must maintain nonprofit, tax-exempt status under the Internal Revenue Service (IRS) Code Section 501(c)(3) of Title 26 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.

D. Agreement for Termination:

(1) Termination for Convenience: Each party may terminate this agreement for any reason by giving advance written Notice of Termination for Convenience. 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. 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 the benefit of the Service, including all interest and earnings and all in-kind contributions, will be transferred to the Service or to a third-party the Service deems acceptable (under such terms and conditions as the Service deems acceptable) for use consistent with the purposes for which the donations were made. Nothing in this document prevents Friends from satisfying allowable outstanding obligations reasonably incurred in association with this agreement prior to the termination or expiration of the agreement.

E. Agreement Suspension: Suspension of the 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.

## **V. SERVICE AND FRIENDS RESPONSIBILITIES**

A. Joint Responsibilities of the Service and Friends. Both parties jointly agree to:

- (1) Work actively and collaboratively together to achieve the following specified goals and objectives during the term of this agreement:

The primary mission of the Friends is to support education and outreach efforts. The Friends periodically assist Refuge staff with biological research and monitoring efforts and maintenance on the Refuges during scheduled workdays.

- (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 the Friends Partnership Agreement to ensure expectations are clear and realistic, and modify the agreement if there are any significant changes to the scope of the partnership.
- (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 will maintain an evident and distinct separation between their organizational management activities.
- (8) Work together in good faith to resolve differences.
- (9) Ensure that donations from the Friends to the Service, including money, goods, or services, are used to improve, maintain, and update the Service site or programs for which the donations were intended and are consistent with Departmental and Service policies.
- (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 this agreement. A modification to this agreement is required for all fundraising efforts, and certain dollar thresholds may also

trigger a separate Friends Fundraising Agreement requirement prior to beginning fundraising.

- (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 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 national wildlife refuge or complex of geographically-related refuges for which the funds were generated.
- (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.
- (14) Work together to ensure that Volunteer Services Agreements are completed for each Friends member acting as a Service volunteer, are signed by both parties, accurately describe the work and duties the Friends are performing at or in support of the Service site/program, and are reviewed and updated annually. The Service reserves the right to determine what constitutes a volunteer activity that benefits 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 a Service employee 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) Make a good faith effort to identify and follow applicable laws, regulations, and Department and Service policies with which both parties must comply.

- (6) Publicly recognize the Friends as the official site/program Friends organization.
- (7) Avoid involvement in the Friends organization's operation and administration including, but not limited to, serving on a Friends Board of Directors; administering a Board of Directors and its employees; completing State and Federal nonprofit requirements, such as writing bylaws and applying for 501(c)(3) status; attending board meetings that are focused on the operation and administration of the board and organization; generally administering a nature store; developing organizational documents; executing business transactions and grant applications on behalf of Friends; and maintaining Friends websites, newsletters, or social media sites.
- (8) Meet Departmental and Service regulations and policies for receiving and managing donations of funding, goods, services, real property, and other items.
- (9) 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.

C. The Friends agree to:

- (1) Maintain 501(c)(3) nonprofit status with the Internal Revenue Service (IRS) and ensure that its Articles of Incorporation and bylaws comply with the requirements of the State in which it is incorporated and are consistent with the terms of this agreement.
- (2) Act as a volunteer-based organization with the mission of supporting a Service site 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 program.
- (3) Conduct its fiscal operations in accordance with applicable State and Federal laws, Generally Accepted Accounting Practices published by the Financial Accounting Standards Board, and the IRS Code, Section 501(c)(3) of Title 26.
- (4) Consider the need for obtaining a periodic evaluation of financial records (e.g., compilation, review, and 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 may 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 political position.
- (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) Ensure compliance with Service policies, procedures, and standards regarding the display of Friends-created and printed materials and outreach and interpretive displays on Service property.
- (11) Upon request of the Service's Regional Director, designee, or the Project Leader, provide information on the Friends organization, including but not limited to, the organization's gross receipts (e.g., income, grants, and donations), expenditures, projects, number of members, narratives, or images of special events and projects.
- (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 the partnership agreement is held.
- (13) 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 the appropriation of funds from Congress to meet the commitment for that particular project.

## **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).

## 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 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. 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, through the MOU with the Chamber, obtain liability insurance necessary to cover activities related to the Crane Festival, including the Kids Crane Festival, and shall provide certificates of additionally insured parties to the City and to the Friends. The company may vary from year to year.

- 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 the 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.

**XI. AGREEMENT OFFICERS**

Officer for the U.S. Fish & Wildlife Service, San Luis Valley National Wildlife Refuge Complex

Sharon Vaughn, Project Leader  
San Luis Valley National Wildlife Refuge Complex  
7824 El Rancho Lane  
Alamosa, CO 81101  
Phone: 719-589-4021  
Fax: 719-589-3409  
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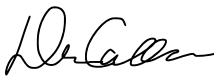
Officer for the Friends of the San Luis Valley National Wildlife Refuges

Debra Callahan, President  
Friends of the San Luis Valley National Wildlife Refuges  
PO Box 857  
Monte Vista, CO 81144  
Phone: 719-588-7007  
Email: friendslvnwr@gmail.com

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

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director  
U.S. Fish and Wildlife Service

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Leader, Sharon Vaughn  
San Luis Valley National Wildlife Refuge Complex  
U.S. Fish and Wildlife Service

Sign:  \_\_\_\_\_ Date: 09/14/2020  
President/Executive Director, Debra Callahan  
Friends of San Luis Valley National Wildlife Refuge

**ATTACHMENTS**

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

- Exhibit 1, Part 2 - Friends Supplemental Partnership Agreement, Use of Service Property [ X ]
- Attachment A – Friends Organization Articles of Incorporation
- Attachment B – IRS Determination Letter (if in process of applying for incorporation)
- Attachment C – Friends Organization Insurance Policies
- Attachment D – Friends Fundraising Agreement

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

SUPPLEMENTAL AGREEMENT TO THE  
FRIENDS PARTNERSHIP AGREEMENT

Between the

SAN LUIS VALLEY NATIONAL WILDLIFE REFUGE COMPLEX  
U.S. FISH AND WILDLIFE SERVICE  
DEPARTMENT OF THE INTERIOR

AND

FRIENDS OF THE SAN LUIS VALLEY NATIONAL WILDLIFE REFUGES

This Friends Supplemental Partnership Agreement (supplemental agreement) is between the San Luis Valley National Wildlife Refuge Complex (Refuges), a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and the Friends of the San Luis Valley National Wildlife Refuge (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 agreement.

**II. BACKGROUND**

- A. Friends Scope of Work: The Friends use of Service-managed property includes, but is not limited to, the following activities: providing field trips, hosting a Fall Kid's Crane Festival, participating in Refuge work days, staffing the Alamosa NWR Visitor Center, making retail sales, providing bus tours, assisting with wildlife viewing and photography during the Spring Crane Festival, and providing environmental education opportunities for school groups
- B. Description of Service Property: The Friends will access Service facilities and lands on the Refuges to conduct activities stated in the Friends Partnership Agreement. Friends will have access to meeting room space, the visitor center, nature store space for selling retail items, and storage space in the office and maintenance shops.

**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 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 Project Leader and the Friends Executive Director or President will also meet to review, modify, and sign this supplemental agreement. The template Friends Partnership Agreement is 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 enough to require such a review. The Regional office determines if additional Regional Solicitor review is necessary. To become effective, the Regional Director (or his/her designee) must review, approve, and sign the agreements.
- C. Agreement Termination/Disposition of Assets: Upon the termination or expiration of this supplemental agreement or cessation of the operations of the Friends organization for any reason, those funds held for the benefit of the Service, including all interest and earnings and all in-kind contributions, must be transferred to the Service or to a third-party the Service deems acceptable (under such terms and conditions as the Service deems acceptable) for use consistent with the purposes for which the donations were made. Nothing in this agreement prevents Friends from satisfying allowable outstanding obligations reasonably incurred in association with the agreement prior to its termination or expiration. Any personal property belonging to the Friends, including nature store inventory, remains property of the Friends.
- 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 or Executive Director 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 nonprofit, tax-exempt status under the Internal Revenue Service (IRS) Code Section 501(c)(3) of Title 26 and under applicable State and Federal laws. This 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.
- (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 he/she may reject or request removal of proposed and existing items if they misrepresent the Service or are inappropriate, inaccurate, or of poor educational value.
- (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 in which the partnership agreement is held.
  - (a) Office and meeting room space;
  - (b) Government equipment, such as computers, phones, copy machines, furniture, etc.
  - (c) Storage space for storing outreach and interpretive materials, sales merchandise,

and other supplies; and

(d) Nature store space for generating revenue on behalf of the Service.

- (2) Provide the Friends with incidental utility services, including water, electricity, heat, air conditioning, 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.

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, and 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 he/she determines they are 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 Web sites, 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:

The Friends, through the MOU with the Chamber, obtain liability insurance necessary to cover activities related to the Crane Festival, including the Kids Crane Festival, and shall provide certificates of additionally insured parties to the City and to the Friends. The company may vary from year to year.



**VII. ASSIGNMENT**

As stated in the signed Friends Partnership Agreement.

**VIII. AGREEMENT OFFICERS**

Officer for the U.S. Fish & Wildlife Service, San Luis Valley National Wildlife Refuge Complex:

Sharon Vaughn, Project Leader  
San Luis Valley National Wildlife Refuge Complex  
9383 El Rancho Lane  
Alamosa, CO 81101  
Phone: 719-589-4021  
Fax: 719-589-3409  
Email: Sharon\_Vaughn@fws.gov


Officer for the Friends of San Luis Valley National Wildlife Refuges:

Debra Callahan, President  
Friends of the San Luis Valley National Wildlife Refuges  
PO Box 857  
Monte Vista, CO 81144  
Phone: 719-588-7007  
Email: friendslvnwr@gmail.com

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

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director  
U.S. Fish and Wildlife Service

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Leader, Sharon Vaughn  
San Luis Valley National Wildlife Refuge Complex  
U.S. Fish and Wildlife Service

Sign:  \_\_\_\_\_ Date: 09/14/2020  
President/Executive Director, Debra Callahan  
Friends of San Luis Valley National Wildlife Refuges

**ATTACHMENTS**

Check if included at the time of execution of this supplemental agreement.

Attachment A2 – Friends Organization Insurance Policies (related to use of Service property)