

Friends Partnership Agreement

FRIENDS PARTNERSHIP AGREEMENT
between the
ST. MARKS NATIONAL WILDLIFE REFUGE
U.S. FISH AND WILDLIFE SERVICE
DEPARTMENT OF THE INTERIOR
AND
ST. MARKS REFUGE ASSOCIATION, INC.
d/b/a FRIENDS OF ST. MARKS WILDLIFE REFUGE

This Friends Partnership Agreement (Agreement) is between the St. Marks National Wildlife Refuge, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and St. Marks Refuge Association, Inc. (SMRA) d/b/a Friends of St. Marks Wildlife Refuge.

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: Established on October 31, 1931 during the Great Depression, Executive Order 5740 established the St. Marks Migratory Bird Refuge along the Gulf coast of north Florida under the U.S. Dept. of Agriculture, Bureau of Biological Survey. The purposes of the refuge are to protect and enhance habitat for endangered and threatened species, migratory birds, and resident wildlife as well as provide compatible outdoor recreation opportunities to the public. Today, the refuge is part of the North Florida Refuges Complex and encompasses over 70,000 acres of land, protects 32,000 acres of Apalachee Bay for migratory birds, and welcomes over 260,000 visitors annually.
- D. Friends Description: The St. Marks Refuge Association (SMRA) d/b/a/ Friends of St. Marks Wildlife Refuge, was formed for the purpose of providing support to the Refuge in achieving its mission and responsibilities, including promoting the understanding, conservation and appreciation of the Refuge wildlife, environment, cultural, and historical resources.
- E. Partnership History: SMRA was established in 1987 and received approval of its 501(c)3. Status on Dec. 29, 1987, from the Internal Revenue Service (IRS), as modified by the IRS letter of June 16, 1992. The Refuge and SMRA entered into a Cooperative Agreement dated Sept. 17, 1987. SMRA operates under the By-Laws of the St. Marks Refuge Association, Inc., as amended, dated March 2, 2013.
- F. Partnership Scope of Work: Together, the Refuge and SMRA will support the goals of the Refuge to conserve and protect wildlife resources while providing opportunities for quality wildlife dependent recreation.
- G. Fundraising and Solicitation Description: SMRA intends to generate revenue to support the activities authorized by this agreement through the following fundraising and solicitation activities:
 - (1) Sale of goods and services
 - a. Nature Store sales at the Visitor Center or any other location designated by the Refuge;
 - b. Membership dues;
 - c. Special events, such as the Monarch Butterfly Festival and the Wilderness Heritage Outdoor Festival;
 - (2) Soliciting and acquiring of donations of funds or in-kind goods or services, including donations from the public or private sector, bequests, special fundraising campaigns such as capital campaigns and endorsements, including the Lighthouse restoration campaign and land

- acquisitions consistent with the Refuge's priorities.
- (3) Applying for public and private grants and state government appropriations.

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 SMRA's 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: SMRA must maintain nonprofit, tax-exempt status under the 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 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 SMRA 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 SMRA 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 SMRA 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 SMRA RESPONSIBILITIES

- A. Joint Responsibilities of the Service and SMRA. 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: to support the Refuge in meeting its mission and goals; to promote public understanding of the need to protect and preserve wildlife; to provide interpretative and educational materials to visitors to further their understanding of the Refuge's mission and goals; and to provide volunteers to assist the Refuge staff in carrying out its mission.
- (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 SMRA 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 SMRA 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 SMRA 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 SMRA 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 SMRA 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 SMRA member acting as a Service volunteer, are signed by both parties, accurately describe the work and duties SMRA members 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 SMRA. The liaison role is to provide SMRA with regular and timely communication of mutually developed programs and projects.
- (2) Regularly attend SMRA meetings and events as a Service employee and invite SMRA 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 SMRA members that will improve the effectiveness of the partnership.
- (4) Provide an annual orientation to the SMRA 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 SMRA as the official Refuge Friends organization.
- (7) Avoid involvement in SMRA's operation and administration including, but not limited to, serving on a 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 SMRA; and maintaining SMRA's Web sites, 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 SMRA with Service volunteer uniform components while working on behalf of the Service, and ensure that SMRA is providing its members and employees with readily identifiable insignia of the Friends organization while working on behalf of the Friends organization on Service property.

C. SMRA agrees to:

- (4) Maintain 501(c)3 nonprofit status with the 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.

- (5) 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.
- (6) 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.
- (7) Consider the need for obtaining a periodic evaluation of financial records (e.g., compilation, review, audit) by an independent accounting firm or someone with an accounting background, such as a Certified Public Accountant.
- (8) Identify a SMRA 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.
- (9) Ensure that SMRA 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. SMRA members may wear an easily observable and readily identifiable insignia of the organization while working on behalf of SMRA or a Service volunteer uniform while working on behalf of the Service.
- (10) Avoid express or implied Service endorsement for a particular business, brand, product, service, enterprise, or political position.
- (11) Provide timely notification and invitation of appropriate meetings to the Project Leader and Service Liaison.
- (12) Ensure compliance with Service policies, procedures, and standards regarding the use of Service logos and program sublogos and avoid the creation and use of anything that is confusingly similar.
- (13) 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.
- (14) Upon request of the Service's Regional Director, designee, or the Project Leader, provide information on SMRA's 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.
- (15) 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.

(16) To the extent SMRA commits to this agreement or any related agreement to raise funds for a particular purpose to benefit the Service, SMRA agrees that it will not lobby for or otherwise seek appropriated funds from Congress to meet that commitment or to make up for shortfalls in Government agency budgets.

VI. SUPPLEMENTAL AGREEMENT

Use of Service Property: The Service and SMRA further agree that, by inclusion of a supplemental agreement (see attached) at the time of ratification, the Service and SMRA 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. SMRA 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 SMRA, 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. SMRA must promptly pay the Service the full value of all damages to the lands or other property of the Service caused by SMRA, 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. SMRA will cooperate with the Service in the investigation of any claim that may be filed with the Service because of the activities of SMRA, its employees, agents, representatives, or contractors (including any contractors' subcontractors).

VIII. INSURANCE

- A. SMRA activities performed both on and off Service property may require general liability, Board of Directors and Officers, event, personal property, or other insurance.
- B. SMRA 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 SMRA has 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 currently hold the following insurance policies:

1. Business Liability Coverage pursuant to Policy No. 21 SBM FP9172 SA issued by The Hartford.
 - 2.
- D. The Service reserves the right to file insurance claims on its own behalf or to require the transfer of insurance proceeds from SMRA 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,

Terry Peacock
St. Marks National Wildlife Refuge
Refuge Manager
P.O. Box 68
1255 Lighthouse Rd.
St. Marks, FL 32355
Phone: (850)925-6121
Email: terry_peacock@fws.gov


Officer for SMRA

Betty Hamilton, President
St. Marks Refuge Association, Inc. d/b/a Friends of St. Marks Wildlife Refuge
P.O.Box 368
St. Marks, FL 32355
(850)242-9602
betty@hamcamp.net

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

Sign:  Date: 10/8/15
Regional Director
for U.S. Fish and Wildlife Service

Sign:  Date: 7/22/15
Refuge Manager
St. Marks National Wildlife Refuge
U.S. Fish and Wildlife Service

Sign:  Date: 7/22/15
President, St. Marks Refuge
Association d/b/a Friends of
St. Marks Wildlife Refuge

ATTACHMENTS

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

- Exhibit 1, Part 2 - SMRA Supplemental Partnership Agreement, Use of Service Property
- Attachment A – SMRA Organization Articles of Incorporation
- Attachment B – IRS Determination Letter
- Attachment C – SMRA Insurance Policies
- Attachment D – SMRA Fundraising Agreement

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

SUPPLEMENTAL AGREEMENT TO THE
FRIENDS PARTNERSHIP AGREEMENT
between the
ST. MARKS NATIONAL WILDLIFE REFUGE
U.S. FISH AND WILDLIFE SERVICE
DEPARTMENT OF THE INTERIOR
AND
ST. MARKS REFUGE ASSOCIATION, INC.
d/b/a/ FRIENDS OF ST. MARKS WILDLIFE REFUGE

This Friends Supplemental Partnership Agreement (supplemental agreement) is between the St. Marks National Wildlife Refuge, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and St. Marks Refuge Association d/b/a Friends of St. Marks Wildlife Refuge (SMRA).

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:

1. SMRA members and volunteers maintain the Nature Store in the Refuge Visitor Center. All proceeds of the Nature Store sales are used to support Refuge programs.
2. SMRA utilizes space within the Visitor Center and Education Building to hold meetings and sponsor speakers and displays.
3. SMRA members and volunteers, with proper training operate equipment of the Refuge as needed in support of the Refuge's mission and goal.

- B. Description of Service Property: The Refuge provides SMRA with space in the Visitor Center to operate the Nature Store, including display and storage of merchandise. The Visitor Center space is also utilized by SMRA to promote their activities and solicit donations from the public.

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 SMRA 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 SMRA's 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 SMRA from satisfying allowable outstanding obligations reasonably incurred in association with the agreement prior to its termination or expiration. Any personal property belonging to SMRA, including nature store inventory, remains property of SMRA.
- D. **Access and Closures:** The Project Leader retains the right to have discretionary and emergency access to Service facilities and equipment that SMRA uses. Service properties, even those occupied by SMRA, 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:** SMRA 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, SMRA members, and contractors before they can access Government facilities and data systems. SMRA 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 SMRA at any time for management or emergency reasons. Whenever possible, the Project Leader should give SMRA a 60-day written notice and meet with the SMRA President or Executive Director prior to the withdrawal, modification, or relocation to discuss the decision and to give SMRA the opportunity to address the reasons leading to that action. Nothing in this supplemental agreement grants SMRA any interest in land or right of occupancy of the premises.
- G. 501(c)3 Nonprofit Status: SMRA 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 SMRA 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 SMRA 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 SMRA 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. SMRA may develop its 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 SMRA use for the purpose of conducting work associated with the mutually agreed-upon goals, as described in the Friends Partnership Agreement. SMRA 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, fax machines, furniture, etc.;

(c) Storage space for storing outreach and interpretive materials, sales merchandise, and other supplies; and

(d) Nature store space of approximately 1700 square feet for generating revenue on behalf of the Service.

(2) Provide SMRA 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 SMRA 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 SMRA. SMRA 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. SMRA use of Government equipment must not impair the Service in achieving its goals and objectives. SMRA must obtain approval from the Project Leader before purchasing and installing its own equipment.

(4) Subject to Homeland Security Presidential Directive compliance, the Project Leader or a designee must provide SMRA guidance and direction about security when accessing Service property/facilities. The Project Leader may issue a key, security combination, or pass codes to SMRA members with proper Departmental security clearances. SMRA 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 SMRA in the review of and comment on Service plans that may redesign, renovate, or construct facility space currently occupied by SMRA.

C. The SMRA agrees to:

(1) Obtain written approval from the Refuge Manager before altering Service property and understand that all improvements to Service property that SMRA makes 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 SMRA inventory, property, and income in case of fire, natural disasters, or theft. The Government does not insure SMRA belongings on Service property.
- (4) Allow SMRA 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 SMRA 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 SMRA personnel who will be involved in direct contact with the public. SMRA will supervise its 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 sublogos 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 SMRA's property/equipment and nature store inventory on Service property. The Service strongly recommends and may require that SMRA purchase the

appropriate amount of insurance to protect against loss of inventory and other property in case of fire, weather, or theft.

B. SMRA currently holds the following insurance policies related to the use of Service property:

1. Business Liability Coverage pursuant to Policy No. 21 SBM FP9172 SA issued by The Hartford.
- 2.

VII. ASSIGNMENT

As stated in the signed Friends Partnership Agreement.

VIII. AGREEMENT OFFICERS

Officer for the U.S. Fish & Wildlife Service, St. Marks National Wildlife Refuge:

Terry Peacock, Refuge Manager
P.O. Box 68
1255 Lighthouse Rd.
St. Marks, FL 32355
Phone: (850)925-6121
terry_peacock@fws.gov

Officer for the SMRA:

Betty Hamilton, President
St. Marks Refuge Association d/b/a Friends of St. Marks Wildlife Refuge
P.O. Box 368
St. Marks, FL 32355
Phone: (850)242-9602
betty@hamcamp.com

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

Sign: Bret Edwards Date: 10/8/19
Regional Director
U.S. Fish and Wildlife Service

Sign: Wendy P. Crall Date: 7/22/15
Refuge Manager
St. Marks National Wildlife Refuge
U.S. Fish and Wildlife Service

Sign: Elizabeth (Betty) Hamilton Date: 7/22/15
President
St. Marks Refuge Association
d/b/a Friends of St. Marks Wildlife Refuge

FUNDRAISING AGREEMENT
Between the
U. S. FISH AND WILDLIFE SERVICE
ST. MARKS NATIONAL WILDLIFE REFUGE
and
ST. MARKS REFUGE ASSOCIATION, INC.
d/b/a FRIENDS OF ST. MARKS WILDLIFE REFUGE
For Design and Restoration of the

ST. MARKS LIGHTHOUSE

This Fundraising Agreement is between the St. Marks National Wildlife Refuge, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and St. Marks Refuge Association, Inc. (SMRA) d/b/a Friends of St. Marks Wildlife Refuge, a 501(c)(3) non-profit organization. This Fund Raising Agreement is a supplement to the Friends Partnership Agreement for the purpose of raising funds and/or in-kind goods and services to support design, preservation and operation of the St. Marks Lighthouse.

I. Background:

St. Marks National Wildlife Refuge and SMRA enter into this agreement to support the mission of the U.S. Fish and Wildlife Service and the National Wildlife Refuge System by initiating a capital campaign to raise funds for the design, preservation and operation of historic St. Marks Lighthouse.

Currently, the Lighthouse and associated Keepers' Cottage are in a state of disrepair and deterioration that limits access by the public to the facilities. The Refuge lacks adequate funding to conduct the activities that are required to restore the Keepers' Cottage and Lighthouse to a safe and accessible state. Further, the Refuge does not have sufficient funding to provide staff to keep the facilities open to the public except for one half day per month.

SMRA is an independent, 501 (c)(3) non-profit corporation dedicated to supporting the primary purposes for which the Refuge was established and promoting the preservation of the natural and historical resources of the Refuge, foster its use and enjoyment by the public consistent with the protection and preservation of its environment, and engage in such educational, scientific and civic activities as will assist the management of the Refuge in carrying out its mandates.

II. Legal Authority

The Service enters into this agreement 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 Fish and Wildlife Coordination Act of 1934 (16 U.S.C. 661-667e), as amended.
- E. The National Wildlife Refuge System Volunteer and Community Partnership Enhancement Act of 1998 (16 U.S.C. 742f), as amended.

III. The Responsibilities and Understanding of the Parties

The Service and SMRA have entered into the attached **Friends Partnership Agreement** and **Friends Supplemental Partnership Agreement** which are hereby incorporated into this agreement by reference. Unless expressly stated otherwise in this Agreement, the terms of the Friends Agreements shall control in the event of any conflict or ambiguity between this **Fund-raising Agreement** and the **Friends Agreements**.

A. Both parties jointly agree to:

- 1) Communicate on a regular basis to discuss applicable site-related issues and fundraising projects and make timely decisions on matters necessary for proper implementation and administration of this agreement.
- 2) Ensure that donations from SMRA to the Service, including money, goods, facilities or services, are used for design, preservation, and operation of the Keepers Cottage and St. Marks Lighthouse, and are consistent with Departmental and Service policies.
- 3) 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.

B. The Service agrees to:

- 1) Make a good faith effort to identify and follow applicable laws, regulations, and Department and Service policies with which both parties must comply.
- 2) Publicly recognize SMRA as the official fund-raising organization for the design, preservation and operation of the Keepers Cottage and the St. Marks Lighthouse.
- 3) Meet Departmental and Service regulations and policies for receiving and managing donations of funding, goods, services, real property, and other items, especially as they relate to the design, preservation and operation of the Keepers Cottage and St. Marks Lighthouse.

B. SMRA agrees 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) 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.
- 3) Consider the need for obtaining a periodic evaluation of financial records (related to the fund-raising efforts) by an independent accounting firm or someone with an accounting background, such as a Certified Public Accountant.
- 4) Ensure that SMRA members and their staff, while working on behalf of the organization, do not act in any way that leads to the public perception that they are Service employees or volunteers.
- 5) Ensure compliance with Service policies, procedures, and standards regarding the display of SMRA-created and printed materials on Service property.
- 6) To the extent SMRA commits to this agreement to raise funds for the Keepers Cottage and the St. Marks Lighthouse, to benefit the Service, SMRA agrees that it will not lobby for or otherwise seek appropriated funds from Congress to meet that commitment or to make up for shortfalls in Government agency budgets.
- (7) To provide funds for the operation and maintenance of the Keepers Cottage and St. Marks Lighthouse.

IV. Fundraising and Solicitation Description

SMRA intends to generate revenue to support the design, restoration and operation of the Keepers Cottage and St. Marks Lighthouse located on the Refuge. Funds for this capital construction project will be raised from:

- A) Sale of goods and services
- B) Soliciting or acquiring donations of funds and in-kind goods and services
 - 1) From the public and private sector (Corporate donations)
 - 2) Bequests by will
 - 3) Special events (e.g., benefits, silent auctions)

- 4) Special fundraising campaigns (e.g., capital campaigns, endowments)
- 5) Seeking appropriations from the State of Florida.

V. Terms 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, or until such time as sufficient funds have been raised to design, restore and operate the Keepers Cottage and St. Marks Lighthouse on the Refuge.
- B) Agreement Renewal: In the event it takes longer than five years to raise necessary funds to carry out the purposes of this agreement, this agreement can be renewed annually and will require the Project Leader and the SMRA President to review, modify, and sign a new 1-year agreement.
- C) 501(c)(3) Nonprofit Status: The Friends must maintain non-profit, 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 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.

VI. Agreement Officers

Officer for the U.S. Fish & Wildlife Service,

Terry Peacock, Refuge Manager
St. Marks National Wildlife Refuge
P.O. Box 68
1255 Lighthouse Rd.
St. Marks, FL 32355
Phone: 850-925-6121
Email: terry_peacock@fws.gov

Officer for St. Marks Refuge Association, Inc.

Betty Hamilton, President
St. Marks Refuge Association, Inc. d/b/a Friends of St. Marks Wildlife Refuge
PO Box 368
St. Marks, FL 32355
Phone: 850-242-9602
Email: betty@hamcamp.net

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

Sign: Brett Schmitz Date: 10/8/15
Regional Director
U.S. Fish and Wildlife Service

Sign: Wm. Pearson Date: 7/22/15
Refuge Manager
St. Marks National Wildlife Refuge
U.S. Fish and Wildlife Service

Sign: Elizabeth (Betty) Hamilton Date: 7/22/15
President
St. Marks Refuge Association, Inc.
d/b/a Friends of St. Marks Wildlife Refuge