



FRIENDS OF BRAZORIA WILDLIFE REFUGES

Minutes of the Board Meeting

Friday, January 14, 2022 Venue: Gulf Coast Bird Observatory

Members in Attendance: Oron Atkins, Ed Barrios, Marty Cornell, Mickey Dufilho, Phil Huxford, Ruby Lewis, Lisa Myers, Kim Richardson, Dick Schaffhausen, Mary Swartz, Regina Tippet

Lisa Myers called the meeting to order at 2:24 PM.

The proposed **agenda** was accepted as presented.

The **minutes** of the November 12, 2021 meeting of the board and the December 13, 2021 special planning meeting were unanimously approved after a motion by Ed and a second by Mary.

2022 Officers: Lisa proposed that the officers for 2022 would be Lisa Myers, President; Ed Barrios, Vice President; Regina Tippet, Treasurer; and Marty Cornell, Secretary. Dick moved to accept this slate; the motion was seconded by Mickey and approved unanimously.

Activity leaders will include:

- Photo contest: Mary will transition into this position from Kim.
- Dick will lead the maintenance committee
- Phil has recruited Celeste Silling of GCBO to conduct the Birds-of-Prey programs at area schools. Martin Hagne has agreed to support this work.

2022 Board meetings will be held on the second Fridays of odd months: March 11; May 13; July 8; September 9; November 11; (January 13, 2023)

GCBO Donation: In consideration for the use of GCBO facilities for our board meetings, Mickey moved that **“The FOBWR board authorizes a \$250 donation to GCBO, with funding to come from our operations subaccount”**. Phil seconded the motion, which was unanimously approved.

Action Register: Several action items were resolved since the November board meeting and are listed below. The action register is attached at the end of these minutes.

- Dick is continuing to update our website with activities and photos.
- Dick has identified a cloud-based storage site for archiving Friends activities and moved that **“The FOBWR authorizes a contract with iCloud for five years for five terabits of storage. The \$500 cost will come from our operations subaccount.”** Ed seconded the motion which was approved by a unanimous vote.
- In lieu of formal goals, a target list of objectives for 2022 has been developed as described in the minutes of the general membership meeting.
- Mickey has started several activities to attract members, including a periodic newsletter and our members-only refuge walks.
- Interpretive signs have been installed at the Big Slough and Cedar Lake Plantation Trails.

- Existing funds and materials will be used to build a replacement boardwalk section on the San Bernard Oak Trail.
- Poop stations have been installed at the Hudson Woods, Dow Woods, and Bobcat Woods Trails. A station is available for the Big Slough Trail.
- Mickey has successfully obtained a \$500 grant from TMN-COT to repair a shelter on Cross Trails.

Friends Credit Card: Dick expressed the need for a FOBWR card to enable direct payment of reoccurring expenses such as paying for our web site, a cloud-based archive site, etc. Because of security, a credit card tied to our TDECU account would be preferable to a debit card. Regina moved, and Dick seconded the motion that **“The FOBWR authorizes the treasurer to obtain a TDECU Visa credit card having a low limit on the maximum charge amount.”** The motion passed with unanimous approval.

Partnership Agreement: It is time to renew the FOBWR five-year Partnership Agreement with the Texas Mid-coast National Wildlife Refuge Complex. Kim presented a proposed draft of the agreement. After updating the section on membership dues to reflect our new schedule for the cost of annual single an family membership and lifetime membership dues, Mickey moved and Ed seconded the motion that **“The FOBWR board approves the draft updated Partnership Agreement with the TMCNWRC, as amended.”** The motion was approved with on abstention and no nays. This document is attached.

Maintenance Committee: Dick will broadcast an invitation to the Friends and TMN-COT memberships to join our new Maintenance Committee.

Financial: Regina had reviewed highlights of the December Financial Report at the General Membership Meeting proceeding this board meeting. The full Financial Report is attached to these minutes. Regina is working on a 2022 budget proposal.

Migration Celebration: The Board will hold Migration Celebration on the San Bernard NWR on Saturday, April 23rd and Sunday, April 24th. Activities will likely be limited to the Field Office campus due to Covid19 restrictions.

We will hold our Kickoff Fundraiser as a take-out lunch on April 9th at McLean Park, as was done in 2021. Marty will be the activity leader for this lunch.

The first MC22 planning meeting will be at Ed’s home on January 27th at 1:00 PM.

As Membership Chair, Mickey will take over the FOBWR **google group distribution list** from Ed.

The meeting was adjourned at 3:37 pm.

Submitted by Marty Cornell, Secretary

Friends of Brazoria Wildlife Refuge Board Action Register January 14, 2022

Action Item	Who? Date Started?	Due Date?	Status	Comments
Develop a New Outdoor Environmental Education Display for our canopy	Lisa/ Marty	Target for concept proposal?	No action has yet occurred	Committee to define aesthetics and variations in content/message modules. Material options for signs and displays to be defined as basis for cost estimates. Check spring-mounted signs and GCBO-pipe frame type.
Develop text on FOBWR history for website	Ed Barrios	Sometime in 2021	Fixin to	Ed has reviewed documents back to 1994 (the start of FOBWR), and scanned newsletters through 2003. He will put these archives on our web site.
Develop a Succession Plan	Lisa, Mickey	Sometime in 2021	Researched succession planning	Kim is looking into protocol (bylaws, P&P), board consensus is needed to define skill needs. <i>Want thoughts for November meeting. Want diversity to broaden pool. We need someone with Ravi's contact expertise.</i>
Arrange a thankyou meeting with 1st grader Alex Grogard	Lisa	As soon as convenient	Action pending	It was suggested at the 12Nov21 board meeting that we could present Alex with a plaque including an honorary life membership.
Download Migration Records to our archives	Marty	not specified	Action pending	Awaiting access protocol. Dick is charged to find a site with public viewing access and with restricted editing access.
Download ATFN Records to our archives	Marty	not specified	Action pending	Awaiting access protocol
Download Governance items into our Archives	Marty	May 2020 board meeting	As soon as convenient	Awaiting access protocol
Refresh the Discovery Center Display	Lisa, Phil, Tom, Herb	not specified	Ongoing	Phil has identified another taxidermist and will make contact with him in the next few weeks.
More promotion of refuges	Lisa	not specified	not stated	Another Open House for the Chamber of Commerce is suggested for this spring

Determine need for a new UTC for sea turtle patrols

Oron, Roland, Curtis

Not Specified

The need for new UTV for sea turtle patrols is on hold pending resolution of state support of handling turtle eggs.

Create a Grant Solutions account to enable applying for federal grants

Regina

Not specified

The ASAP system is used for reimbursements. Regina will pursue a Grant Solutions account.

FOBWR FINANCIAL STATEMENT, October 2021 Final

TDECU				\$90,477.47	
Merrill Lynch Cash				\$245,111.40	
Merrill Lynch Certificates of Deposit				\$149,458.02	*
ACCOUNT BALANCE				\$485,046.89	G
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FUNDED GRANTS and ALLOCATED FUNDS	Grantor	Total Awarded	Amount Spent	Amt Available	
20131230 McGovern Brazoria NWR non committed	Katherine McGovern	270,279.33	168,871.21	101,408.12	
20131220 McGovern San Bernard NWR	Katherine McGovern	127,000.00	70,095.17	56,904.83	
20130919 Poole Track Land Acquisition	Trull Foundation	10,000.00	-	10,000.00	
20181231 Houston Endowment Land Acquisition 4	Houston Endowment	325,000.00	300,972.19	24,027.81	*
20201228 Houston Endowment Land Acquisition 5	Houston Endowment	150,000.00	4,300.00	145,700.00	E
20170811 Cedar Lake Plantation Trail	ATFN 17 FOBWR	62,155.96	43,756.10	18,399.86	
20160728 Cedar Lake Cut Lands See NOTES \$30,000.00 Reimbursement	USFWS	30,000.00	30,000.00	-	* A

20161205 Bobcat Woods Matching Grant (see NOTE)	FOBWR	246,694.90	246,146.44	548.46	
20210722 Black Rail Habitat (\$78,000 Reimbursable grant)	USFWS	-	-	-	
TOTAL ALLOCATED FUNDS		\$1,221,130.19	\$864,141.11	\$356,989.08	
FOBWR PROJECTS		Amt Allocated	Amount Spent	Amt Available	
46400 Birds of Prey	FOBWR	36,688.00	12,250.00	24,438.00	*
Migration Celebration	FOBWR	32,573.06	11,844.31	20,728.75	C
20170101 BNWR Donation Box	Donations	1,892.57	716.86	1,175.71	D
20201231 General Donations, Membership Fees, Etc.	Donations	3,518.36	-	3,518.36	*
20210101 Barbara Burkhardt	Memorial	840.00	-	840.00	H
20140403 Law Enforcement Restitution	Federal Court Fines	7,916.11	6,080.76	1,835.35	
20190601 ATFN 2019 Cannan Bend	FOBWR	211,436.29	164,328.22	47,108.07	*
TOTAL FOBWR PROJECTS		\$294,864.39	\$195,220.15	\$99,644.24	B
OPERATIONS		\$27,455.37	\$14,027.44	\$13,427.93	*
					E
					,
					F
FUNDS IN TRANSIT				\$14,985.64	*
					I
TDECU SAVINGS				\$15.70	
TOTAL Funds in Bank Accounts				\$485,062.59	

COMPLETED PROJECTS OR GRANTS

NOTES

20161205 Bobcat Woods Trail: Grant \$160,000.00 plus \$53,641.00 2015 ATFN plus \$17,000.00 McGovern plus \$16,053.90 refunds deposit acct

*A 20160728 Cedar Lake Cut Lands is now complete. Final reimbursement was received May 2021.

*C 46400 Birds of Prey 2021 beginning funds balance \$21,396.00

*D Migration celebration 2021 beginning balance \$19,051.00

*F 12/31/20 A blank check was stolen from a check book and made out for \$4,437.94 and cashed by TDECU

A fraud report has been filed with TDECU and the Lake Jackson police dept. 1/4/20.
Reimbursed January 2021 full amount

*H Added new line to fully capture misc revenue & expenses; beginning balance consists of Dec 31, 2020 Excess Funds Available for Projects (-1,317.92),

which was temporarily decreased due to stolen check on TDECU account (\$4,437.94)

*I Accounts Receivable/Payable & bank activity not yet posted

MOTIONS

*B Mar 2020 Combined Hickner Memorial Fund \$51,570.00 & 2019 ATFN (net \$53,866.29) & added \$50,000.00 Hickner donation

Mar 2021 reclassified \$56,000.00 from McGovern Brazoria

*E 11/13/20 Per Board guidelines 7% was allocated to Admin expenses from Houston Endowment # 4

*G Merrill Lynch account now includes three Certificates of Deposit for \$50,000 each. Maturity dates are Feb 03, 2022, Feb 03, 2023, Feb 20, 2024

Balance is net of unrealized market gains/losses and includes estimated accrued interest.

FRIENDS PARTNERSHIP AGREEMENT

Between the

TEXAS MID-COAST NATIONAL WILDLIFE REFUGE COMPLEX

U.S. FISH AND WILDLIFE SERVICE

DEPARTMENT OF THE INTERIOR

AND

FRIENDS OF BRAZORIA WILDLIFE REFUGES

This Friends Partnership Agreement (Agreement) is between Texas Mid-coast National Wildlife Refuge Complex, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and Friends of Brazoria Wildlife Refuges (Friends or FOBWR).

I. AUTHORITY

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

- A. The Anadromous Fish Conservation Act (16 U.S.C. 757a-757g), as amended.
- B. The Fish and Wildlife Act of 1956 (16 U.S.C. 741a-742j), as amended.
- C. The Fish and Wildlife Coordination Act of 1934 (16 U.S.C. 661-667e), as amended.
- D. Lobbying with Appropriated Moneys (18 USC 1913)
- E. The National Fish Hatchery System Volunteer Act of 2006 (16 USC 760aa – 1-4), as amended.
- F. The National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd-ee), as amended.
- G. The National Wildlife Refuge System Volunteer and Community Partnership Enhancement Act of 1998 (16 U.S.C. 742(f), as amended.
- H. The Refuge Recreation Act of 1962 (16 U.S.C. 460k - k-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 this 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 Program 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. The Texas Mid-coast National Wildlife Refuge Complex (Complex) is comprised of three National Wildlife Refuges (NWRs): Brazoria NWR, San Bernard NWR, and Big Boggy NWR. These refuges provide a vital complex of salt and freshwater marshes, sloughs, ponds, coastal prairies, and bottomland hardwood forests that provide habitat for a wide variety of resident and migratory wildlife. During the development of Complex's Comprehensive Conservation Plan (2013), four goals were established for the Complex.
 - a. Increase knowledge through research and collaboration to evaluate the impacts and trends of accelerated climate change on refuge habitats and wildlife population including site-specific sea-level rise with corresponding sediment accretion, species and habitat shifts, to implement best management practices to adapt and mitigate the impact of a changing climate and anticipated effect, over the life of the CCP on native flora and fauna.
 - b. Conserve, restore, enhance, and protect refuge habitat by implementing appropriate management programs to benefit native flora and fauna, including threatened and endangered species and other species of concern.
 - c. Protect, maintain, and enhance populations of migratory birds and resident fish and wildlife, including federal and state threatened and endangered species.
 - d. Develop and implement quality wildlife-dependent recreation programs, which are compatible with Refuge purposes, and foster enjoyment and understanding of the Refuges' unique wildlife and plant communities.
 - e. Provide administrative and public use facilities needed to carry out the Refuges' purposes and meet management objectives.
- D. Friends Description: National wildlife refuges have many needs beyond those that can be provided by their traditional funding sources and limited staff. Refuge partnerships are essential for the growth and maintenance of many public use activities as well as supports habitat restoration and management, and biological research. These are generally accomplished through raising funds through donations, grants, and membership dues and proceeds or organizing volunteer efforts to plan and carryout projects or activities that benefit the purposes, goals and objectives of the Refuge Complex.

The Friends of Brazoria Wildlife Refuges was organized in 1994, and operates for charitable, scientific and educational purposes under the authority of the National Wildlife Refuge System Administration Act and the Refuge Recreation Act. FOBWR maintains a relationship with the Texas Mid-coast National Wildlife Refuge Complex promoting and administering charitable, scientific and educational activities and projects. FOBWR acquires funds and property and dispenses funds and property to accomplish the goals of this partnership.

FOBWR underwrites and encourages volunteers for refuge activities, including but not limited to construction of public use facilities, environmental education, outreach and special events, biological research and monitoring, and habitat and public use facility maintenance.

Specific activities supported by the Friends include: construction of public use facilities; environmental education through the Discovery and Environmental Education Program (DEEP), the Birds of Prey Program, and summer programs; clean-up efforts at the refuges; assisting as requested the annual Migration Celebration; promoting public awareness of our refuges' habitat and wildlife; fundraising for refuge projects and programs; and participating in Christmas bird counts and other research and monitoring projects.

As a nonprofit organization, FOBWR supports the goals of Texas Mid-coast National Wildlife Refuge Complex to preserve, protect and restore biological diversity and historical resources of the refuge landscape, while providing opportunities for wildlife-dependent recreation, education, interpretation and scientific research. Based out of Lake Jackson, Texas, the Friends have the following Mission Statement:

The Friends of Brazoria Wildlife Refuges supports the Texas Mid-coast National Wildlife Refuge Complex in their charge to manage the conservation and restoration of wildlife and plant resources and their habitats within the Brazoria, San Bernard, and Big Boggy National Wildlife Refuges and supports and advocates for their public use mandate for hunting, fishing, wildlife observation, photography, interpretation, and environmental education.

To accomplish their mission, the Friends may:

a. Make available interpretive and educational books and brochures primarily through retail book sales outlets and free distribution. Educational materials will add to the visitor's understanding of refuge management goals, programs and challenges, the natural resources of the area, the National Wildlife Refuge System, and the U.S. Fish and Wildlife Service.

b. Contribute funds, goods, and services for Service interpretation, educational, recreational, and biological programs. Interpretive, recreational, and educational facilities may also be constructed, rehabilitated, or maintained with the use of Friends donations. When financially able, the Friends may supplement the environmental education and interpretive programs of the Refuges.

c. Underwrite and support public outreach events such as the annual Migration Celebration, and otherwise support the refuge with their public outreach and interpretive events.

d. Develop and maintain websites and social media sites in support of the mission of FOBWR and Texas Mid-coast National Wildlife Refuge Complex.

E. Partnership History: The Friends of Brazoria Wildlife Refuges was established in 1994 by local volunteers as a non-profit organization dedicated to supporting the Brazoria, San Bernard, and Big Boggy National Wildlife Refuges.

In the ensuing 27 years, the FOBWR have raised over \$3.1 million in grants and matching funds for capital projects (33.9%), title searches and other discovery activity to support land acquisition (43.9%), environmental education programs (9.6%), land restoration projects (11.4%), and science and survey activity (1.2%).

As a service to the public, the Friends currently help the refuge educate and assist youth, students, families and outdoor enthusiasts interested in learning more about the natural history, ecosystems, and biological diversity of the refuge. The Friends assist the refuge with environmental education (EE) programs and open houses, as well as its annual Migration Celebration and the Birds of Prey Program at public events and schools. The public is not charged a fee for these programs.

EE Programs: The Discovery Environmental Education Programs are for students in the 4th and 7th grade in the Brazosport School District. The Hudson Woods Environmental Education Program is for 3rd grade students in Angleton Independent School District. The sessions are usually five or six sessions per day for 30 to 45 minutes. The students are taught various subjects, including pond life under microscopes, monarch butterflies and other pollinators, seining which teaches both fresh water and estuary ecosystems, bird flight, reptiles with live alligators, snakes and box turtles, owls, sweeping and learning about terrestrial insects, mammal skulls, and fish casting. Students also tour the refuge by bus with binoculars or trail walking. Friends purchase supplies and equipment, such as microscopes and binoculars to support and expand DEEP programs.

Migration Celebration: For 27 years the Friends have been underwriting and assisting the very popular nature festival on the San Bernard Refuge. Held over the course of two days, the spring festival attracts 1500 people who may spend two days on the refuge participating in tours, hikes, kayak adventures, and many hands on environmental education activities. Costs for the event are off-set by providing a nature store and food booths, including a bake sale. The nature store is also set up at the Migration Celebration Dinner and other special events.

F. Partnership Scope of Work: Together the Friends and the Refuge will:

Provide hands-on educational opportunities through the Discovery Environmental Education Program for local and distant schools to increase understanding of the natural resources and ecology of the area, the National Wildlife Refuge System, and the U.S. Fish and Wildlife Service.

Provide quality public use facilities and interpretive materials to the general public to increase understanding and appreciation for the Refuge and the natural resources the refuge's protects and manages.

Conduct the annual Migration Celebration outreach event and participate other mediums of outreach including websites, social media, and public events; providing interpretive and educational information to the public.

Support the Complex in their management of a diversity of healthy and productive habitats and their ecological functions that benefit native wildlife and are able to sustain healthy populations of native plants and animals.

Conduct priority inventory, monitoring and research on plants and animals to ensure habitats are healthy and provide maximum benefit for priority species.

G. Fundraising and Solicitation Description:

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: at Migration Celebration and the fundraising dinner for Migration Celebration, FOBWR has a small nature store on the site of the event. Occasionally, the store may be set up at other events.
- b. Internet sales: Anyone can donate, pay membership fees, purchase tickets (for A Taste for Nature), and pay other fees like entry fees on line.
- c. Memberships: Currently, the cost of a membership is \$20.00 per year and Lifetime \$250.00. The public can learn about membership opportunities through various means, including the Friend's website/brochures, at refuge/Friend's events, and other outreach venues.
- d. Workshops and Programs: There is an entry fee for the Migration Celebration photo contest which is set every year.

(2) Donations from the public and private sector: The Friends have donation boxes in high visibility locations on the Brazoria NWR, as well as at special events both on and off the refuge. The Friends will also pursue and accept donations from foundations and/or other non-profit organizations, as well as in-kind donations, as appropriate and available.

- a. To offset the cost of Migration Celebration, which is free to the public, the Friends may host an annual fundraiser preceding the event which is may be an evening with food and a speaker on a nature topic. The fundraiser may also be a drive-through meal for which tickets are sold. This fundraiser is not held on refuge property but all funds go to provide publicity, equipment and supplies for the event. A raffle may be also be held as part of the fundraiser. The Friends may occasionally host a fundraising event to support environmental education or raise matching funds for public use projects. The "A Taste for Nature" fundraiser is a wine and food event held off-refuge, at which tickets are sold and live and silent auctions are conducted. Friends accept the generous donations made by individuals and corporations in support of the event.
- b. Bequests by will: The Friends will accept donations from family members in the memory of loved ones for the purpose of a refuge-approved project(s) or to increase the capacity and capability of the Friends.

(3) Applying for grants for project fundraising: The Friends apply for grants to support land acquisition, approved wildlife dependent public use programs, habitat restoration, facilities management, equipment, and supplies for projects that support the mission and goals of the refuge(s).

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. The Project Leader must meet annually with the Friends Board of Directors to review and assess the effectiveness of the partnership as it relates to the purpose, goals, objectives, roles, and responsibilities outlined in this Friends Partnership Agreement.
- B. **Agreement Renewal:** Each time the Agreement is up for its 5-year renewal, the Project Leader and the Friends president or designee will meet to review and modify the Agreement as described above. All agreements must be signed by the Friends President. The Friends Partnership Agreement is pre-approved by the Department of the Interior's Solicitor's office and Service Director. Regional Solicitor review is not required unless the scope of the added language is significant enough to require such a review. The Regional Coordinator/Regional Liaison will determine if additional Regional Solicitor review is necessary. Any revisions to the modified Agreement by the Regional Coordinator/Liaison/Solicitor shall be subject to the mutual review and approval of both parties. To become effective, the Regional Director (or designee) must review, approve, and sign this Agreement.
- C. **501(c)(3) Nonprofit Status:** The Friends must have applied for and maintain nonprofit, tax-exempt status under Section 501(c)(3) of the Internal Revenue Code 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. At least once annually during the period of performance, the Friends must provide evidence of nonprofit, tax-exempt status as an attachment to this Agreement and or a copy of the letter from the Internal Revenue Service (IRS) confirming an application has been filed.
- D. **Agreement Termination:**
- (1) **Termination:** Each party may terminate this Agreement for any reason by giving advance written Notice of Termination. Termination is effective 60 calendar days from the date of receipt of the Notice, or upon the termination date specified in the Notice, whichever is later.
 - (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. In each case, the Project Leader and the Friends Board of Directors must first meet to address concerns prior to termination. If either party is unwilling to meet, that fact should be documented prior to terminating the Agreement or any part of it. 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 Service projects and activities, including all interest and earnings and all in-kind contributions, will be transferred to the Service or to a third-party the Service agrees to and (under such terms and conditions as the Service deems acceptable and consistent with Federal and State law) for use consistent with the purposes for which the donations were made. Nothing in this Agreement shall prevent Friends from satisfying allowable outstanding obligations reasonably incurred in association with this Agreement prior to the termination or expiration of the Agreement, with the funds described herein. Any personal property belonging to the Friends remains property of the Friends. Any Service property or resources held by Friends should be returned to the Service.
- (6) Agreement Suspension: Suspension of this 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. Friends may appeal any such suspension of this Agreement in writing, and the Service shall within 15 days of such an appeal provide a written justification for the suspension, and state what corrective actions would be necessary to reinstate this Agreement.

V. SERVICE AND FRIENDS RESPONSIBILITIES

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

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

Developing, improving, maintaining, and updating biological, maintenance, management, outreach, recreational, interpretive, educational, and other visitor services programs or facilities.

- (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 this Friends Partnership Agreement to ensure expectations are clear and realistic, and modify this Agreement if there are any significant changes to the scope of the partnership. The meeting should also assess compliance with Service policies and procedures, discuss effectiveness of internal controls, and evaluate accountability for revenues, donations and expenditures.
- (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 must always maintain an evident and distinct separation between their distinct organizational management activities.
- (8) Work together in good faith to resolve differences.
- (9) Identify how donations from the Friends to the Service, including money, goods, or services, will be used to improve, maintain, and update the Service site (or sites) or programs for which the donations were intended and are consistent with Departmental (374 DM 6) and Service policies ([212 FW 8](#)).
- (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 Section III.G of this Agreement. A modification to this Agreement is required for all fundraising efforts on behalf of the Service, and certain dollar thresholds may also trigger a separate Fundraising Agreement requirement prior to beginning fundraising (see [212 FW 8](#)).
- (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 sites) 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 site (or sites) or program for which the funds were generated. This requirement does not apply to donations collected by Friends through indirect solicitations (e.g., donation box), nature store revenue, memberships, or any fundraising activities conducted off Service property (see [633 FW 4](#) and [212 FW 8 Donations, Fundraising, and Solicitation](#)).

(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.

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 appropriate, as a Service employee, subject to compliance with applicable Federal ethics statutes and regulations, including the Standards of Ethical Conduct for Employees of the Executive Branch and Department of the Interior policies, 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) Identify and follow applicable laws, regulations, and Department and Service policies with which both parties must comply, and provide information to the Friends on laws, regulations, and policies.

- (6) Ensure that the Volunteer Services Agreements (Optional Form (OF) 301A) are properly completed and signed for each Friends member who will be acting as a Service volunteer, and that they accurately describe the work and duties that will be performed at or in support of the Service site/program. Review and update Volunteer Services Agreements annually.
- (7) Publicly recognize the Friends as the official site/program Friends organization.
- (8) Support the independence of the Friends organization's operation and administration by refraining from Service involvement in Friends' organization's management. As such, absent documented Service approval and legal and ethics review, Service employees will not serve on a Friends Board of Directors; dictate operations of a Board of Directors and its employees; complete State and Federal nonprofit requirements, such as writing bylaws and applying for tax exempt status under 501(c)(3) of the Internal Revenue Code; attend board meetings that are focused on the operation and administration of the board and organization; generally administer a nature store; develop organizational documents; execute business transactions and grant applications on behalf of Friends; or maintain Friends websites, newsletters, or social media sites.
- (9) Meet Departmental and Service regulations and policies for receiving and managing donations of funding, goods, services, real property, and other items. Verify quarterly reviews and annual reporting are completed. Annually report to Friends on the status of projects funded through Contributed Funds accounts.
- (10) 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.
- (11) Engage with the Friends organization in compliance with applicable Federal ethics laws and regulations, including the Standards of Ethical Conduct for Executive Branch Employees and Departmental and the Service policies, and consult with ethics officials in the servicing Departmental Ethics Office (DEO) for ethics guidance as appropriate.

C. The Friends agree to:

- (1) Maintain active tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and ensure that its articles of incorporation and bylaws comply with the requirements of the State in which it is incorporated.

- (2) Act as a volunteer-based organization with the mission of supporting a Service site (or sites) 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 sites) or program.
- (3) Conduct its fiscal operations in accordance with applicable State and Federal laws, and, when applicable, "Generally Accepted Accounting Principles" published by the Financial Accounting Standards Board.
- (4) 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.
- (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 should 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 nonprofit organization or state, imply, or attribute any partisan political activity to the Service or Service employees, including distribution of material directed at the success or failure of any political party, candidate for partisan political office, or any partisan political group.
- (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) Work with local Service staff regarding the display of Friends-created and printed materials, and outreach and interpretive displays on Service property.
- (11) Cooperate with the Service's Regional Director, designee, or Project Leader in sharing information on the Friends organization's records as it relates to the activities conducted under this Agreement. This cooperation shall include reviewing key information quarterly and providing an annual report which must include, annual total expenditures and revenues,

and current number of members (if applicable). Annual reporting will also include descriptions of how expenditures donated to the Service benefitted the Service. Section 501(c)(3) of the Internal Revenue Code describes compliance requirements on recordkeeping, reporting, and disclosure to the public upon request.

- (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 this Agreement is held.

- (13) Cooperate in Service efforts to comply with Departmental and Service policies, procedures, and standards regarding ethics laws and regulations, and provide information to Service employees regarding Friends meetings, events, and activities to assist them in complying with ethics laws and regulations, including the Standards of Ethical Conduct for Executive Branch Employees.

- (14) 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 appropriated funds from Congress for that project.

- (15) A separate Fundraising Agreement is required if the Friends organization leads a specific fundraising effort on our behalf with the intent of raising more than \$25,000. (Subject to change and according to [212 FW 8, Donations, Fundraising, and Solicitation](#)).

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).
- D. The Service shall be liable for any acts or omissions of its employees and/or agents, as permitted under the Federal Tort Claims Act.

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 Service's 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 (Department of the Interior, U.S. Fish and Wildlife Service, 1849 C St NW, Washington, D.C. 20240). 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:

Commercial General Liability

Directors and Officers

Umbrella Liability

Automobile Liability—Hired automobiles

Employee Theft (includes volunteers)

- 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 this 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.
- C. Confidentiality Clause: The Service will make every legally permitted effort to maintain the confidentiality of information the Friends share with the Service, which is either the type of personal information protected under the Privacy Act of 1974, as amended, or constitutes confidential business information of the type the organization would not normally make available to the public.

XI. AGREEMENT OFFICERS

Acting Officer for the U.S. Fish & Wildlife Service:

Cody Dingee, Acting, Project Leader

Texas Mid-coast NWR Complex

2547 CR 316

Brazoria, TX 77422

Phone: 979-946-4011

Fax: 979-964-4021

Cell: 979-236-8955

Email: james_dingee@fws.gov

Officer for the Friends of Brazoria Wildlife Refuges:

Lisa Myers, President

Friends of Brazoria Wildlife Refuge

P.O. Box 505

Lake Jackson, TX 77566

Phone: 777-596-8196

Email: LisaLMyers@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: _____

Acting Project Leader

Texas Mid-coast National Wildlife Refuge Complex

U.S. Fish and Wildlife Service

Sign: _____ Date: _____

President

Friends of Brazoria Wildlife Refuges

REQUIRED ATTACHMENTS CHECKLIST

633 FW 2 Exhibit 2 – Supplemental Partnership Agreement, Use of Service Property (if applicable)

Attachment A – Articles of Incorporation

Attachment B – IRS Determination Letter (or a copy of the letter from the IRS confirming an application has been filed)

Attachment C – Proof of Insurance policies

Attachment D – Fundraising Agreement (if applicable)

Attachment E – Bylaws

Attachment F – Current IRS form 990 (if applicable, for renewing agreements).

EXHIBIT 1, PART 2
Friends Supplemental Partnership Agreement
Use of Service Property

SUPPLEMENTAL AGREEMENT TO THE
FRIENDS PARTNERSHIP AGREEMENT

between the

TEXAS MID-COAST NWR COMPLEX
U.S. FISH AND WILDLIFE SERVICE
DEPARTMENT OF THE INTERIOR

AND

FRIENDS OF BRAZORIA WILDLIFE REFUGES

This Friends Supplemental Partnership Agreement (Supplemental Agreement) is between the Texas Mid-Coast NWR Complex, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and Friends of Brazoria Wildlife Refuges (Friends or FOBWR).

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 Supplemental Agreement.

II. BACKGROUND

The Service will provide FOBWR use of facilities within the Texas Mid-Coast National Wildlife Refuge Complex which the Project Leader decides is necessary to coordinate activities related to the Friends goals and subject to all established security guidelines. The Friends will use the facilities for:

Conducting administrative operations of FOBWR; supporting the visitor services, biological, and maintenance activities of the Texas Mid-coast National Wildlife Refuge Complex; selling educational and interpretive materials during the Migration Celebration or other special events for the benefit of the visiting public; and during outreach events.

- A. Friends Scope of Work: FOBWR organization is entitled to use the facilities within the Texas Mid-coast National Wildlife Refuge Complex for office space for the annual Migration Celebration; including a temporary sales outlet and storage facilities. FOBWR may redesign or renovate the space as long as both parties agree to the proposal and the Service Project Leader approves all plans in writing in advance. All permanent improvements made by FOBWR become the property of the United States without compensation. FOBWR must at all-time keep the facilities clean, presentable, and in accordance with applicable State and local fire and safety regulations. FOBWR must exercise reasonable care to prevent damage to Service property. FOBWR organization agrees that its members will not use Government equipment and facilities for advocacy initiatives and understand that use of Government equipment could be grounds for terminating FOBWR' use of the facilities and equipment.

B. Description of Service Property:

Office facilities may be provided at any of the three refuge offices or at the Discovery Center, depending on space availability. Offices will be furnished with a desk and filing cabinet. Electrical outlets, lights and air conditioning and an internet connection will be provided by the refuge.

Space for the placement of a container or building will be provided at the San Bernard National Wildlife Refuge. The container or building and all equipment and supplies stored within it will be the property of the Friends.

During the Migration Celebration, a temporary sales outlet and/or food booths may be set up and operated by the Friends to help cover the costs of the event. All items sold will be approved by the Project Leader and facilitate environmental education.

Special events may be held on other refuge Complex properties including, but not limited to, the Big Slough Public Use Area, Hudson Woods Unit, Cannan Bend Unit, and Dow Woods Unit, subject to the Project Leader's approval.

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.
- (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:

As stated in the signed Friends Partnership Agreement.

VIII. AGREEMENT OFFICERS

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

Acting Officer for the U.S. Fish & Wildlife Service:

Cody Dingee, Acting, Project Leader

Texas Mid-coast NWR Complex

2547 CR 316

Brazoria, TX 77422

Phone: 979-946-4011

Officer for the Friends of Brazoria Wildlife Refuges:

Lisa Myers, President

Friends of Brazoria Wildlife Refuge

P.O. Box 505

Lake Jackson, TX 77566

Phone: 777-596-8196

Email: LisaLMyers@gmail.com

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

Sign: _____

Regional Director [or **INSERT designee**]

U.S. Fish and Wildlife Service

Date: _____

Sign: _____

Date: _____

Project Leader/Refuge Manager

[INSERT Service Site/Program]

U.S. Fish and Wildlife Service

Sign: _____

Date: _____

President

[INSERT Friends of Name]

ATTACHMENTS

See Exhibits attached to Partnership Agreement