Engaging with Communities in Public Land Stewardship

A Toolkit for Building and Sustaining Effective BLM Partnerships with Friends Groups

February 2020





Suggested citation:

Bureau of Land Management. 2020. Engaging with Communities in Public Land Stewardship: A Toolkit for Building and Sustaining Effective BLM Partnerships with Friends Groups. U.S. Department of the Interior, Bureau of Land Management, Division of Education, Interpretation, and Community Partnerships, Washington, DC.

Publishing services were provided by the BLM National Operations Center's Information and Publishing Services Section in Denver, Colorado.

BLM/WO/GI-20/003+1104

Table of Contents

Introduction
Success Factors: Building and Sustaining Effective Partnerships with Friends Groups
Working with Friends Groups: Frequently Asked Questions
Guide to Agreements: Commonly Used BLM Partnership Agreements
BLM/Friends Group Partnership Profiles: Challenges, Lessons Learned, and Best Practices
Agreement Templates: Formalizing the BLM/Friends Group Partnership



i

Friends group:

A private, independent, 501(c)(3) nonprofit organization formed and managed primarily by local citizen volunteers to assist and support the purposes and objectives of a Bureau of Land Management site, facility, or program. Friends groups vary in size, structure, and purpose.



ii

Introduction

The Bureau of Land Management (BLM) recognizes the importance of working with others, through partnerships, to enhance public lands, help carry out the agency's mission, and meet shared conservation stewardship goals. Meaningful engagement with diverse partners helps ensure that management decisions and efforts reflect the interests of affected communities and also helps foster a commitment to shared stewardship. Working with partners also helps improve rangeland health, preserve fragile biological and cultural resources, support a wide range of recreational activities, and provide opportunities for Americans to connect with their public lands and pursue healthy, active lifestyles.

Among the BLM's diverse partners, the growing number and national network of friends groups provide vital support and services to the BLM sites, facilities, and programs they assist. Formed and managed primarily by local citizen volunteers, these community-based organizations:

- Provide volunteer services.
- Assist with stewardship and other resource conservation activities on public lands.
- Develop and deliver recreational, educational, youth, interpretive, and other visitor programs.
- Coordinate special events.
- Conduct fundraising or generate other revenue that benefits public lands.
- Build important community relations.
- Advocate, promote, and increase community involvement in and endorsement for BLM sites, facilities, and programs.

Many friends groups supporting BLM sites, facilities, and programs are well established and provide far-reaching assistance; others are just getting started. Friends groups provide measurable benefits to public lands and the visitors who enjoy them and can help BLM sites, facilities, and programs reach their full potential.

Purpose of This Toolkit

Due to the challenges of multiple-use management on public lands, the BLM benefits significantly from a partnership approach. This toolkit seeks to address and clarify partnership issues and needs, encourage partnerships with friends groups, and provide guidance, tools, and best practices to help establish and sustain success in these important local relationships.

Specific components of this toolkit include:

Success factors: Highlights key success factors for developing and sustaining effective partnerships with friends groups.

Frequently asked questions: Addresses key questions and clarifies issues related to successfully working with friends groups.

Guide to agreements: Provides brief descriptions and a decision tree of the most commonly used partnership agreements within the BLM.

Partnership profiles: Provides summaries of BLM/friends group partnerships and highlights challenges, lessons learned, and best practices.

Agreement templates: Provides a friends group partnership agreement template that is recommended for use when formalizing a partnership between the BLM and a friends group and provides a supplemental partnership agreement template that is recommended for use when a friends group uses BLM property.



1

Success Factors: Building and Sustaining Effective Partnerships with Friends Groups

Building a Friends Group Partnership

To encourage the development of a nonprofit friends group to support a BLM site, facility, or program, consider the following five key success factors.

1. Learn about the benefits of a partnership with a friends group.

Friends groups can bring a steady stream of fresh ideas, volunteers, and revenue to support the goals of a BLM site, facility, or program. Friends groups also help build important community relations with the BLM. The process begins when a group of local citizens work with a BLM manager and staff to explore the possibilities of establishing a BLM/ friends group partnership. Dedicating personal attention and time to dialogue early in the process is vital—to share the needs and wants of the BLM site, facility, or program; to identify mutual interests, partnership opportunities, and specific ways a friends group could support the site; and to engage the citizens about whether a friends group is needed and if the timing is right.

2. Encourage friends groups to include professionals when forming a nonprofit.

Prior to forming a nonprofit organization, a new friends group would benefit from consultations with the following professionals: an attorney to develop the required articles of incorporation and bylaws; an accountant to develop sound financial systems and practices; and an insurance agent to consider appropriate types of insurance for its board of directors and officers to address organizational risks. The majority of BLM-related friends groups have charitable or educational purposes and incorporate as Internal Revenue Service-recognized nonprofits to obtain taxexempt status. The process of creating a new nonprofit is neither fast nor easy, but it can be worthwhile in the longer term if done well. Although the citizens direct the process of forming the nonprofit, it is incumbent on BLM managers to learn as much as possible about the structure and principles of nonprofit management in order



"Friends groups are so important for the monument and Anasazi Heritage Center, and we need them as an extension of the BLM, to be out there in the community supporting public lands and having that larger voice."

Connie Clementson, Field Manager, Tres Rios Field Office in Colorado (in a partnership with the Southwest Colorado Canyons Alliance) to encourage use of best practices and to help nurture the relationship.

3. Define roles, responsibilities, and ethical boundaries.

Although BLM managers and employees may actively encourage the formation of friends groups to assist the BLM in attaining its mission, they cannot drive the formation or management of a nonprofit friends group. BLM employees also may not be board members of the nonprofit, even in an ex officio capacity (i.e., by virtue of their position or status), or formally recruit or select board members for the friends group. A BLM manager or employee may be a BLM representative at board meetings, participate in friends group committees focused on meeting mutual goals, and serve as a liaison between the board and the agency, including regularly communicating needs, government processes, and local requirements, among other communication and coordination functions.

It is important that the friends group understands that the BLM maintains exclusive authority related to the land management decisions of BLM facilities and public land. The BLM handles dayto-day management of the BLM site, facility, or program, though friends groups may assist with operations under BLM-established parameters. Ethical guidelines prohibit BLM employees from fundraising, but they may communicate operational and program needs to friends group board members who may fundraise on behalf of the BLM site, facility, program, or partnership activities. BLM managers and staff may also foster a culture of philanthropy by regularly expressing gratitude and respect and providing appropriate acknowledgment to volunteers and donors for their time, efforts, and generosity for the benefit a BLM site, facility, or program.

4. Build gradually, and strive for excellence.

Naturally, new partnerships want early success, but it is often better to take a slow-to-grow approach and emphasize quality over quantity. Good partnerships take a steady investment of careful thinking, time, and energy. They seek the unique set of opportunities in a given situation, while acknowledging the distinct social, political, and economic realities of the community. Successful partnerships build incrementally over time, approaching less complex projects first and then tackling more complex initiatives later. Embrace the value of due process and earned (rather than instant) gratification.

In addition, successful partnerships understand the importance of doing everything well. A partnership gains stature and a reputation based on the quality of the work it accomplishes. It is encouraging to see tangible results—increased donations, more volunteer labor, and accomplished projects. With these results comes interest from others who will want to associate with important work and a reputation of excellence. Build an early reputation for excellence and professionalism, and sustain that reputation.



"Be patient. Plan on the long game, even if things feel urgent. Tune into what is coming out of the state office or the Washington Office for strategic goals. Find how you fix it."

Jamie Stuve, President and CEO, Loxahatchee River Historical Society (friends group of the Jupiter Inlet Lighthouse Outstanding Natural Area in Florida)

3

5. Ensure effective communications.

Frequent, regular, and open communication is a key factor of any successful partnership, especially in the early stages of developing the partnership. Establishing and using sound communication practices are the basis for building trust, personal relationships, and understanding between the friends group and the BLM. Good communication also helps maintain the excitement of the collaboration, resolve issues, set expectations, establish boundaries, and advance the work.

The responsibility for ensuring effective day-to-day communication, particularly in the early stages of a friends group partnership, rests with the BLM manager and/or BLM liaison (if different from the

manager) to the friends group. The BLM manager and/or liaison should attend friends group board meetings and other events in their official capacity, while friends group board members should attend BLM planning meetings and events, as appropriate. In this way, the BLM and friends group stay informed of each other's activities and can determine when assistance may be needed.

In some locations, travel distances can create communication barriers. In these circumstances, communication tools, such as e-mail and conference calls, can effectively bridge the gap. No BLM/friends group partnership can reach its full potential without good communication practices as a core element of the relations.

"Frequent communication, mutual respect, and the close working environment between the BLM managers and friend's staff (paid and volunteer) are critical components to the success of this partnership. Both organizations have the same ultimate goal: the preservation, protection, and enhancement of Red Rock Canyon National Conservation Area."

Kristi Weeks, Deputy Director, Friends of Red Rock Canyon (friends group of the Red Rock Canyon National Conservation Area in Nevada)



Sustaining a Friends Group Partnership

To strengthen an existing partnership with a friends group to bring greater value to a BLM site, facility, or program, consider the following five key success factors.

1. Adopt and continually update a shared vision.

On a yearly basis, it is vital for the friends group and the BLM to work closely to develop and continually refine a shared vision of the work that will be accomplished in the partnership. If one partner develops a plan of action without involving the other, this can lead to misguided projects, confusion, and frustration. Sometimes, plans from the past may no longer resonate, because the needs and interests of the friends group or the benefiting BLM site have changed. A shared vision that reflects common interests should be revised and redefined together, with the friends group and BLM staff working side by side. It can be helpful to involve a facilitator. The shared vision should be based on a firm understanding of the BLM's mission and needs of the BLM site, facility, or program, as well as the purpose and interests of the friends group. The vision serves as a focus for the partnership and leads to the development of goals, objectives, and desirable new projects. The vision can be bold but should be realistic in scope and scale, simply stated, and able to inspire people to action, as appropriate.

2. Nurture collaboration and coordination.

To effectively collaborate, each partner needs to be knowledgeable about the other. The BLM should understand nonprofit governance and best practices. Friends group board members should understand the BLM's mission, authorities, and requirements. Partners do not need to be experts in each other's area of work, yet they should strive to educate each other continually in order to build understanding and mutual respect. The BLM manager and friends group leaders can also nurture successful collaboration by encouraging BLM staff and board members to get to know each other on a personal level and providing opportunities for this engagement. In this way, the partners can develop trust and learn to value and respect one another. Additionally, if everyone is encouraged to use honesty, courtesy, and diplomacy in their communications, both staff and

"Good, productive partnerships with friends groups are like tending a garden. You need to pull out the weeds before they grow and feed and care for the plants. The regular care of the partnership pays dividends."

Peter DeWitt, BLM Monument Manager, Jupiter Inlet Lighthouse Outstanding Natural Area in Florida (in a partnership with the Loxahatchee River Historical Society)



board members can strengthen relationships and help the partnership thrive.

A well-managed partnership employs early joint planning on projects and frequent coordination as projects are implemented. Since the BLM must follow federal requirements, it is important for the partners to understand and coordinate realistic timeframes for projects. Troubleshooting potential project delays requires regular communication and coordination between both partner organizations.



"It comes down to relationships. Know who you are working with and their expectations and goals."

Tim Dwyer, Executive Director, Friends of the Missouri Breaks Monument (friends group of the Upper Missouri River Breaks National Monument in Montana)

3. Continually seek and adopt best practices.

Successful partnerships are open to new ideas and better ways to accomplish goals, without reproducing effective systems that have already been developed. BLM managers and friends group leaders should continually seek, work to understand, and make use of existing best practices in the world of nonprofit management. Many high-performing, well-managed friends groups have clear visions and purposes; have sound financial tracking systems; hold productive meetings; maintain strong public support; communicate and coordinate effectively with the BLM site, facility, or program; provide effective board member recruitment, orientation, and training; have a clear division of labor that produces results without causing volunteer overuse; and remain aware of changing needs and opportunities.

Best practices can be learned by accessing online resources and training, communicating with peer-to-peer networks, contacting other friends groups and managers, and seeking advice from organizations dedicated to nonprofit excellence. By encouraging and adopting best practices, the friends group will be viewed as a good investment by the community and others and will attract donations, volunteers, and members.

4. Reinforce expectations and the importance of the partnership.

Establish and reinforce ground rules to govern how the organizations and individuals will interact and

treat each other. This helps foster an environment of trust and shared commitment to each other's interests and successes. See Table 1 for ways to help nurture a positive, trusting, and respectful relationship for successful collaboration.

To help reinforce the importance of the partnership, share with BLM staff, friends group members, and the local community the positive results, moments, and impacts that happen as a result of the partnership. Positive reflections can be as simple as describing the impact of a recent educational program on a child, gratitude from the public, or a volunteer that exceeded expectations to make a difference. The most effective positive moments are short, inspirational, and memorable. Sharing positive results, moments, and impacts helps reinforce the common mission of the partnership and create a credible and positive impression within the community.

Avoid an environment that supports gossip and discord. Maintain positive direction based on the BLM's management objectives and mission.

5. Celebrate success.

Effective partnerships set aside time to recognize and celebrate key milestones and accomplishments, which can help reinforce the goals of the partnership, foster a sense of pride, help maintain interest and enthusiasm, and demonstrate possibilities for growth.

In addition to recognizing and celebrating goals achieved or milestones reached, it is also

important to regularly recognize key individuals of all managerial levels of the partnership. This helps motivate volunteers and staff, assign value to hard work, inspire others to accomplish new challenges, and build further capacity and momentum in the partnership. Recognition may include a public presentation of a certificate of appreciation, a nomination for a prestigious local or national award, a volunteer appreciation event, or verbal appreciation on the spot.

➔

➔

→

→

Encourage the regular practice of gratitude and respect throughout the partnership. This can help build a culture of philanthropy and create a fun and rewarding place to volunteer for the friends group, a meaningful place to work for BLM staff, and an attractive place for the public to donate time, efforts, and generosity.

Table 1. Guiding principles for BLM/friends group relationships.

BLM Role	Friends Group Role	
 Practice consistent, regular, and honest communication. 	 Practice consistent, regular, and honest communication. 	
 Share information regularly and completely to prevent surprises. 	Act as independent advocates; work to conserve the natural and cultural resources; and assist in accomplishing	
 Work to conserve the natural and cultural resources and fulfill the BLM mission as 	BLM site, facility, or program projects.	
mandated by Congress.	 Trust and respect BLM employees. 	
 Trust and respect the friends group. 	 Discuss differences of opinion professionally and respectfully. 	
 Discuss differences of opinion professionally and respectfully. 	 Become educated about the BLM mission. 	
 Understand the dedication necessary to have a successful friends group partnership. 	Commit to sustaining the partnership, and support the BLM and site, facility, or program management.	
 View the friends group as a long-term, personal friendship. 	 Support a shared vision that both sides work to create. 	
 Help the friends group to be and feel productive within the partnership. 	 Help BLM personnel to be and feel productive within the partnership. 	
 Work to promote support for friends groups throughout the BLM. 	 Understand and respect the operational pressures and requirements that 	
 Educate the friends group about government systems and processes. 	affect the BLM, and maintain realistic expectations.	
 Provide consistent followthrough and active support of the friends group. 	 Provide a positive community influence. Serve as a doorway to the public. 	

7

Working with Friends Groups: Frequently Asked Questions

1. What is a friends group?

A friends group is a private, independent, 501(c) (3) nonprofit organization formed and managed primarily by local citizen volunteers to assist and support the purposes and objectives of a BLM site, facility, or program.

Friends groups consist of diverse community members with different skills and professions. What these individuals have in common is that they want to support a BLM site, facility, or program that is important to them. They typically see their work with a friends group as part of their personal identities, reflecting their values and roles in society.

Friends groups vary in size, structure, and purpose. Many friends groups are well established and provide far-reaching assistance to the BLM; others are just getting started. Partnerships between the BLM and friends groups help foster meaningful engagement between the BLM and local communities.

2. What role can a friends group play, and why are such partners important?

Friends groups provide a vital link between the BLM and local communities. They provide key support and services to the BLM, such as:

- Volunteer services.
- Youth engagement.
- Assistance with stewardship and other resource protection activities on public lands.
- Development and delivery of educational, interpretive, recreation, and other visitor programs.
- Coordination of special events.
- Fundraising and generation of other revenue to benefit public lands.

- Enhancement of community relations.
- Advocacy, promotion, and support for the BLM sites, facilities, and programs they assist.

Friends groups provide measurable benefits to the public lands and the visitors who enjoy them; they also help BLM sites, facilities, and programs reach their full potential.

3. What is not a friends group?

A friends group is not a BLM manager or an extension of the BLM. A friends group cannot speak on behalf of the BLM, managers, or staff. Friends groups do not work to undermine or undercut the BLM mission or resource management plan objectives. The sole purpose of a friends group is not to fundraise or generate revenue for BLM programs and projects.

4. How do friends groups get started?

Friends groups start from a group of community leaders who recognize the need for a friends group. These individuals consult with BLM managers and staff to begin developing a partnership and formalizing a friends group. This process requires development of a clear purpose and mission, installation of a board of directors, creation of an organizational structure, and a plan for programs and outreach that will fulfill the group's mission.

5. What is the BLM's role in establishing and sustaining friends groups?

BLM employees may provide assistance and certain resources to help in establishing and sustaining friends groups. For example, BLM employees may:

• Provide office space and help organize and host friends group meetings, including

consulting with interested citizens about the BLM's support of a friends group partnership.

- Share information about vacant board positions.
- Provide information, technical assistance, and training to board members to increase the effectiveness of the friends group, the BLM/ friends group partnership, or both.
- Engage the friends group in strategic planning opportunities to help identify shared priorities and joint projects between the BLM and the friends group (e.g., general board meetings, BLM annual work plan meetings, BLM staff meetings).
- Share and present BLM resource management plans and annual or other work and management plans to highlight partnership areas of focus.
- Provide opportunities for recognition of friends groups.
- Participate in friends group activities, programs, services, projects, committees, and meetings that help meet the joint goals of the partnership, whether on- or offsite, except when they include prohibited activities, such as lobbying, games of chance, or gambling.

6. What are BLM employees prohibited from doing when helping establish a new friends group and when working with friends groups?

Although BLM managers and personnel may actively encourage the formation of friends groups to assist the BLM in attaining its mission, the BLM and its employees are prohibited from doing any of the following during the formation of a new friends group or when working with friends groups:

- Form or manage a friends group.
- Formally recruit or select board members for the friends group. BLM employees may only

identify (not recruit) potential board members and share information about vacant positions. The actual recruitment must be done by the friends group board of directors.

- Develop, complete, or file organizational documents (e.g., articles of incorporation, applications for 501(c)(3) nonprofit status) for the friends group.
- Serve on a friends group board of directors in any capacity, including ex officio or nonvoting, or represent the friends group in any forum.
- Participate in formal decisionmaking, voting procedures, or the operation or administration of the friends group board of directors.
- Serve the friends group in any fiduciary capacity.
- Direct, or give the impression that the BLM is directing, the friends group board of directors or any of its members or employees.
- Participate in any friends group activities when there may be a conflict of interest or a perceived conflict of interest.
- Negotiate or execute contracts for the friends group.
- Represent the friends group in any matter before a federal court or agency, in business transactions or operations, or solicit for and collect paid memberships.
- Use appropriated funds (including official employee time and government resources) for friends group activities and events that are intended or designed (directly or indirectly) to:
 - Influence in any manner a member of Congress, a jurisdiction, or an official of any government (federal, state, or local) to favor or oppose any legislation, law, or appropriation (18 U.S.C. 1913, Lobbying with Appropriated Moneys).

Members of the public must form friends groups, and their formation must comply with the

requirements of applicable state and federal laws, such as laws regarding incorporation and charitable status. When participating in friends groups, BLM employees must comply with 43 CFR Part 20, Employee Responsibilities and Conduct, and all ethics laws and regulations.

7. May the BLM host a friends group meeting on BLM-managed property?

Yes. However, meetings that include agenda items focused on lobbying, games of chance, or gambling may not be hosted on BLM property and should not be attended by BLM employees.

8. May BLM employees be friends group members?

Yes. BLM employees may be members of friends groups, pay membership dues, and participate in membership votes in their personal capacity (as private citizens on their own time). BLM employees, even in their personal capacity, must avoid participating in any friends group activities that could be a conflict of interest or perceived as one. Employees should contact their BLM ethics counselors for additional clarification, if needed.

9. May BLM employees work on friends group committees?

Yes. BLM employees may serve on a friends group committee in an official capacity if the committee is focused on the mutual goals and objectives of the partnership and as long as the committee is not involved in lobbying, games of chance, or gambling or involved with the operation or administration of the friends organization itself. Participating on friends group committees is a way for BLM employees to assist in accomplishing mutual goals of the partnership, foster meaningful interaction, and build the relationship between the BLM and friends group.

10. May a BLM manager use federal funds to support a friends group?

Yes. Subject to availability of funding and the use of appropriate procurement procedures and

requirements, the BLM may use federal funds to support the friends group for expenses directly related to projects and programs that support the BLM mission. Cooperative agreements are the most common financial assistance instrument used by the BLM to transfer funding to friends groups. The BLM may not use federal funds to support friends group activities or projects related to lobbying, games of chance, or gambling.

11. May the BLM cosponsor or participate in friends group offsite events?

Yes. The BLM may cosponsor and participate in a friends group-sponsored event that is not on BLM-managed property if:

- The event is in direct support of a BLM site, facility, or program that is the subject of the underlying friends group partnership agreement.
- The event does not include lobbying.
- The BLM and the friends group ensure that there is not any express or implied involvement or endorsement of the BLM in any solicitation of donations or games of chance or gambling at the event and that the event activities do not imply the BLM's endorsement of a particular commercial business, brand, product, service, or enterprise.
- The BLM has ensured that the friends group holds appropriate liability insurance, as determined by a qualified professional, and that the BLM is held harmless for any liability associated with the offsite event.

12. May the BLM allow friends groups to display or distribute friends groupcreated and -printed materials, including membership applications, on BLM-managed property?

Yes. BLM site, facility, or program managers may approve the appropriate display or distribution of materials to educate visitors about friends

group activities. Materials may include pictures, newsletters, membership forms, brochures, flyers, and similar information. Materials must identify the friends group and provide details about requesting additional information. The BLM site, facility, or program manager, or designee, is responsible for determining appropriateness and carefully reviewing materials to ensure that:

- They do not contain information promoting lobbying, political position, games of chance, or gambling.
- They do not imply the BLM's endorsement of a particular commercial business, brand, product, service, or enterprise.
- The friends group has obtained, as needed, the appropriate approval for use of the BLM logo, National Conservation Lands wordmark, and/ or other standard visual design elements of the BLM's public interface (see BLM Instruction Memorandum 2016-153).

13. May friends group partnership outreach products display the BLM logo, National Conservation Lands wordmark, and/or other standard visual design elements of the BLM's public interface?

Use of BLM standard visual design elements in concert with a friends group identifier helps emphasize the value of the partnership and helps build community support for public land management. Appropriate use of BLM standard visual design elements in partnership outreach products can generally be categorized in the three scenarios that follow:

Scenario 1:

Question. When is it appropriate to use the BLM logo or National Conservation Lands wordmark in concert with a friends group identifier?

Answer. This is appropriate on a product developed by a friends group or developed jointly with the BLM that highlights the role of the friends group in public land management and/or the

mutual goals of the partnership and associated accomplishments. BLM Instruction Memorandum 2016-153 contains specific guidance and approval requirements for use of the BLM logo and National Conservation Lands wordmark. This guidance applies to both digital media and print publications. In order to use BLM standard visual design elements, a written agreement must be in place outlining the mutual goals of the BLM and friends group, and the product must directly implement these mutual goals. Examples of appropriate use would include a brochure that highlights accomplishments of the friends group and opportunities for the public to join the group and/or participate in activities.

Scenario 2:

Question. When is it appropriate to use the BLM logo or National Conservation Lands wordmark in conjunction with other BLM standard visual design elements of the BLM's public interface?

Answer. When all BLM standard visual design elements are used together, the product represents the BLM and as such must go through the BLM Public Affairs publication approval process using BLM Form 1550-8. The partner organization may be identified and its logo/identifier may be incorporated in the product within this standard BLM format. Examples of appropriate uses would include a jointly developed interpretive guide, area brochure, or other site publication. BLM standard visual design elements of the BLM's public interface must always be used in conjunction with the BLM logo or National Conservation Lands wordmark and not as stand-alone graphics.

Scenario 3:

Question. When is it not appropriate to use the BLM logo, National Conservation Lands wordmark, or other BLM standard visual design elements in conjunction with friends group efforts?

Answer. Many friends group goals extend beyond those identified in partnership agreements with the BLM. It is not appropriate to use the BLM logo, National Conservation Lands wordmark, or other BLM standard visual design elements in products that would imply BLM endorsement of goals not

identified in partnership agreements with the BLM. An example of inappropriate use would include friends group advocacy products that are intended to influence legislation, members of Congress, or government officials. Another example of inappropriate use would include a product in which a friends group takes a position on, or encourages public comment regarding, a BLM planning or policy development process or product.

14. May the BLM include links on its site-specific websites to friends group websites?

Yes. Links on a BLM website to a friends group website must contain appropriate Department of the Interior- or BLM-required disclaimers.

15. Do friends groups hire their own employees?

While many friends groups are established and administered by citizen volunteers, some friends groups do hire full-time, part-time, or seasonal employees. Like any employer, the law requires friends groups to comply with equal employment opportunity guidelines when hiring. BLM employees may not hire or fire friends group employees.

16. May BLM employees supervise friends group employees?

BLM employees may not supervise friends group members, employees, or contractors unless they are performing volunteer duties in support of the BLM site, facility, or program under a signed volunteer service agreement (Form OF301a).

17. What responsibilities do friends groups have for reporting and recordkeeping related to their organizations, programs, and activities?

As nonprofit organizations, it is the responsibility of friends groups to maintain the variety of records,

audit information, and reports that state and federal laws require.

- Records: As 501(c)(3) organizations, friends groups must comply with current requirements in 26 U.S.C., Internal Revenue Code. Friends groups should follow "generally accepted accounting principles," which is a set of principles, standards, and procedures published by the Financial Accounting Standards Board that defines accepted accounting practices. Friends groups should keep accurate and appropriate records, such as receipts, invoices, purchase orders, and inventory records.
- Audits: Each state determines its own audit requirements for nonprofit organizations. In addition, the U.S. Office of Management and Budget has audit requirements for nonprofits that receive federal funding (OMB Circular A-133). In both instances, established thresholds of annual income determine the timing and type of audit required. Given the modest levels of income most friends groups receive annually, many do not meet the thresholds for state or federal audit requirements.

18. How do friends groups generate revenue and income to support their work?

Friends groups generate funding and other support in a variety of ways and from a variety of sources, including:

- Soliciting or acquiring donations of funds or in-kind services.
- Earned income (e.g., sales of publications and other site-related items through a sales outlet or online sales).
- Membership fees and admission fees for special events.
- Grants for project fundraising.
- Federal financial assistance agreements with the BLM or other partner agencies.

19. May friends groups solicit donations or fundraise for the BLM's benefit?

Yes. Friends groups may solicit donations or fundraise on the BLM's behalf. Although the BLM does not directly regulate fundraising by third parties, fundraising conducted to benefit a BLM site, facility, or program is appropriate only when consistent with the BLM's mission and provided the fundraising effort supports the mutually established goals between the BLM and friends group. In addition, when a friends group seeks to raise funds on behalf of the BLM, the intentions and expectations of the friends group and the donors must align with those of the Department of the Interior and the BLM. These intentions and expectations must be described and documented in a friends group partnership agreement or, when required, a fundraising agreement (see Department of the Interior Departmental Manual, Part 374, Employee Responsibilities and Conduct; Chapter 6, Donations (374 DM 6)).

20. What types of friends group fundraising activities are not allowed on BLM-managed property?

The following friends group fundraising activities are not allowed on BLM-managed property:

- Any fundraising that is not in direct support of the BLM site, facility, or program as addressed in the friends group partnership agreement. If the friends group is generating funds for purposes outside the agreement's mutually agreed-upon goals and objectives or on behalf of a different site, all activities in relation to the fundraising must take place on non-BLMmanaged property and without the express or implied involvement or endorsement of the BLM.
- Soliciting for donations of funds, specifically to compensate government agency budgets.
- Any games of chance or gambling, including, but not limited to, lotteries, raffles for a fee, Bingo, and door prizes for a fee.

21. May the BLM use funds and/or donations received from friends groups?

Yes. The BLM has the legal authority to accept and expend contributed funds and/or donations received from friends groups, regardless of whether the funds were collected on or off BLMmanaged property. Funds from friends groups may include net revenues from the sale of educational materials and/or products and/or through donations received through various solicitations. The following conditions apply:

- The funds given to a particular BLM site, facility, or program are to be used only for the benefit of that site, facility, or program.
- The Department of the Interior Departmental Manual, Part 374, Employee Responsibilities and Conduct; Chapter 6, Donations (374 DM 6) and requirements within the policy are met for receiving and managing donated funds, services, real property, and other nonmonetary donations.

22. What type of agreement should be used when establishing a partnership between the BLM and a friends group?

The friends group partnership agreement is the recommended instrument to use when establishing the overarching partnership and relationship between the BLM and a friends group (see the "Agreement Templates" section in this toolkit). Note that this type of agreement is nonmonetary and does not allow for the transfer of funding from the BLM to a friends group. Should the BLM have interest in providing federal financial assistance to a friends group, other types of agreements (i.e., a cooperative agreement) in which funds can be obligated and transferred to a partner organization must be used. Such agreements can support/complement the partnership outlined in the friends group partnership agreement.

23. What is the purpose of a friends group partnership agreement between the BLM and a friends group?

The purpose of a friends group partnership agreement is to establish and formalize a partnership between the BLM and a friends group and to provide a framework for working cooperatively to support the purposes and objectives of a BLM site, facility, or program. The agreement:

- Provides the legal and policy framework defining the relationship between the BLM and a friends group.
- Describes how BLM employees and friends group members will work together to support mutually agreed-upon goals and objectives.
- Ensures that both parties have a mutual understanding of their respective roles, responsibilities, rights, expectations, and requirements within the partnership.

24. What is the process for developing and establishing a friends group partnership agreement?

Following are the recommended steps for developing and establishing a friends group partnership agreement:

- Download an electronic copy of the friends group partnership agreement template (see the "Agreement Templates" section in this toolkit).
- Using the friends group partnership agreement template, work with the friends group to modify language to meet the specific needs of the partnership, and add a supplemental partnership agreement (if needed).
- After both parties agree on the content, the BLM prepares and provides a draft copy of the agreement(s) to the friends group.
- After review and signature, the friends group provides the signed copy to the BLM site,

facility, or program manager for review and signature.

- The BLM manager then provides a copy of the signed agreement to the appropriate BLM district manager/BLM official for review and signature.
- The agreement becomes effective upon signature by both parties. The BLM site, facility, or program keeps the original and distributes signed copies of the agreement to the appropriate BLM district or other office and the friends group.

The friends group partnership agreement is effective for 5 years. Each time the agreement is up for its 5-year renewal, the BLM site, facility, or program manager and the friends group president or executive director will meet to review, modify, and sign the agreement as previously described.

25. May the BLM or the friends group make modifications to the friends group partnership agreement?

Yes. Either party may propose modifications to the agreement in writing at any time during the 5-year period of performance. The BLM site, facility, or program manager and friends group board of directors should meet annually, or more frequently as needed, to review the agreement and identify any necessary or desirable changes. Any changes should be made by mutual consent and signed and dated by both parties prior to being acted upon.

26. How should the BLM and a friends group resolve problems or disagreements?

The BLM site, facility, or program manager and friends group president or executive director, or other board member(s), should first use face-toface meetings to resolve conflicts. If necessary, the BLM manager may ask the BLM state Collaborative Action and Dispute Resolution coordinator to provide guidance on internal conflict resolution and mediation resources. Other options available for facilitation or mediation include assistance from other friends groups, BLM managers who have successful partnerships with friends groups, or contracting with an external facilitator or mediator.

27. May either party terminate the friends group partnership agreement?

Yes. Either party may terminate the agreement with 60 days' written notice. However, both parties reserve the right to terminate the agreement, or any part of it, at any time for a material breach of the agreement. In each case, the BLM site, facility, or program manager and the friends group board of directors must meet to address concerns prior to termination. If either party is unwilling to meet, that fact should be documented prior to terminating the agreement or any part of it.

28. Are there other types of agreements that can/should be used for partnerships with friends groups?

Partnership agreements are central to developing, formalizing, and sustaining effective partnerships. They clarify and specify the purposes and objectives of the partnership, define roles and responsibilities, foster accountability by all parties, and document a common understanding of how the partnership will work.

Selecting the correct agreement depends primarily on who the parties are, the type of projects or activities planned, who will benefit, and whether and how the parties exchange funds or other resources. Refer to the "Guide to Agreements" section within this toolkit for additional information. This section provides brief descriptions of the most commonly used partnership agreements within the BLM.

29. Are members of friends groups also considered BLM volunteers?

When participating in activities in support of the BLM, friends group members often serve as both friends group members and BLM volunteers. In many instances, friends group members perform the same functions as BLM volunteers. For example, they may lead site tours and environmental education and other youth-engagement programs, help with habitat restoration work and cultural stewardship programs, conduct community outreach and interpretive projects that help tell the story of public lands, or staff special events.

However, friends group members may also participate in activities that BLM volunteers are not permitted to perform. For example, work associated with lobbying, soliciting donations, games of chance, gambling, or the operation or administration of the friends group itself are distinctly friends group functions that cannot be included in the BLM's volunteer program or count toward a BLM site's total volunteer hours. Friends group members cannot represent themselves as BLM volunteers while performing these activities.

30. Do friends group members need to complete volunteer service agreements (Form OF301a)?

Each friends group member who volunteers with the BLM should complete a volunteer service agreement (Form OF301a), which is used by the BLM and other federal natural resource agencies. While the form is not meant for an entire friends group, it can be used as either an individual agreement or a group agreement. If used as a group agreement (e.g., when several friends group members volunteer together), the members' leader for the event completes Form OF301a, and then the individual friends group member volunteers should fill out Form OF301b, which is a group signup sheet.

Several elements of a volunteer service agreement require careful attention (also see BLM Manual Section 1114 – Volunteers):

- Each individual friends group member planning to serve as an official BLM volunteer should complete a volunteer service agreement before beginning volunteer work.
- It is the responsibility of BLM employees to ensure that the scope and location(s) of the volunteer services (duties) the volunteer(s) will perform are accurately described in the "description of service to be performed" section of the agreement. Failure to complete

this section of the agreement with sufficient detail could result in legal complications if there is a tort claim or injury.

 A volunteer service agreement is effective for up to 1 year. It must be reviewed and modified annually at the beginning of the fiscal year or when a change is made to the volunteer's scope of work, including, but not limited to, the use of equipment, assignment locations, and physical activity requirements. Keeping the agreement up to date is important to ensure individual volunteers receive fair protection for tort claims and injuries, especially as the complexity of the volunteer assignment increases.

31. May the BLM count, as volunteer hours, time contributed by friends group members?

Yes. The BLM should include the service contributions of friends group members and friends group employees (if the friends group employee is not paid by the BLM) as volunteer hours when their services assist the BLM in accomplishing its mission. Friends group employees who are paid by a non-BLM source, but who contribute their time and labor to the BLM at no cost to the agency, are technically considered "hosted workers." Hosted workers are a type of volunteer, as they do not receive compensation directly or indirectly from the BLM.

Volunteer activities that support the BLM mission may include, but are not limited to:

- Leading or supporting education, interpretation, or other youth-engagement programs and site tours.
- Helping with habitat restoration and other natural and cultural resource stewardship and/ or maintenance programs.
- Planning, conducting, or staffing community outreach activities on behalf of the BLM.
- Staffing BLM visitor centers and special events.

- Implementing grant projects in support of joint goals of the friends group and the BLM.
- Attending training that will support and benefit the BLM.
- Attending general board meetings with an agenda focused on the direct support of the BLM or joint goals and not the operation or administration of the friends group.

The BLM must not include as official volunteer hours the time friends group members spend on activities that neither BLM employees nor BLM volunteers are permitted to do and are not in direct support of the BLM mission. These prohibited activities include:

- Lobbying: Influencing or attempting to influence members of Congress or any government official on legislation. Legislation includes action by Congress, any state legislature, any local council, or similar governing body, with respect to acts, bills, resolutions, or similar items, or by public referendum, ballot initiative, constitutional amendment, or similar procedure.
- Games of chance or gambling: Examples include, but are not limited to, lotteries, raffles for a fee, Bingo, and door prizes for a fee.

The BLM should also not include activities for operation or administration of the friends group as volunteer services. Examples of operation and administration include, but are not limited to:

- The administration of the friends group board of directors and its employees.
- Completing the friends group's state and federal nonprofit requirements, such as writing bylaws and applying for 501(c)(3) status.
- Attending board meetings that are focused on the business and management of the board and friends group or the administration of a nature store/sales outlet.
- Developing organizational documents, executing business transactions, or completing

grant applications on behalf of the friends group.

- Maintaining the friends group website or social media sites.
- Creating friends group newsletters.

32. May the BLM count, as volunteer hours, the time friends group board members spend in board or committee meetings?

Sometimes. Hours spent in board or committee meetings may only be counted as BLM volunteer hours if the topic of the meeting is focused on joint BLM/friends group partnership goals and if the member is working under a completed and signed volunteer service agreement (OF301a). Hours cannot be considered BLM volunteer hours when the member is performing work directly for the operation or administration of the friends group organization or on lobbying, solicitation of donations, games of chance, or gambling activities. Friends group board members who are also active BLM volunteers must be mindful to keep formal board activities separate from official BLM volunteer activities.

33. Is a friends group covered for tort liability and injury protection by completing and signing a group volunteer service agreement (OF301a)?

No. The volunteer service agreement (OF301a) used as a "group" agreement does not provide a friends group (as an entity itself) protection for tort claims under the Federal Tort Claims Act (28 U.S.C. 171) and injury compensation under the Federal Employees Compensation Act (5 U.S.C. 81). The group agreement only covers the group of individual volunteers while performing official volunteer work for the BLM as detailed in a completed and signed volunteer service agreement and to the extent coverage is not provided by the friends group or under another agreement. Additionally, the completed volunteer service agreement can only ensure protection if

it is filled out correctly (see BLM Manual Section 1114 – Volunteers). The BLM and the friends group volunteer(s) need to be diligent about accurately describing and annually reviewing the scope, description, and location of services to be performed by the individual volunteer(s), especially when the scope of the services performed has changed or is complex in nature.

34. What are some factors friends groups should consider about insurance needs?

Nonprofit organizations of all sizes are exposed to a large spectrum of risks, including lost assets/ property, injured employees or members of the public, interruption of programs, and litigations. It is beneficial for friends group board members and officers to be aware of organizational risks, identify ways to avoid or reduce losses from those risks, and consider and establish appropriate policies and procedures to address those risks. It is important to acknowledge that negligence could occur even with the best attempts to avoid it.

Each friends group has different insurance needs when performing activities in support of the BLM. Considering various insurance needs is part of a risk management strategy. Insurance coverage needs may include general liability, special events, directors and officers, inventory, and more. These types of insurance are typically procured with the guidance and expertise of independent insurance professionals (e.g., agents and brokers).

Managing risk is important for an organization to consider and requires ongoing efforts. Having an appropriate type and level of insurance can provide one avenue for helping mitigate risk and potential loss. In addition to consulting with an insurance professional—preferably one with nonprofit experience—a few available resources include:

- Nonprofit Risk Management Center: https://www.nonprofitrisk.org/
- NOLO articles on nonprofit management and liability: https://www.nolo.com/legalencyclopedia/nonprofit-management

 Public Lands Alliance: https://www. publiclandsalliance.org/home

In some instances, Department of the Interior agencies, including the BLM, may require an organization that receives federal financial assistance through a grant or cooperative agreement to have or procure liability insurance. The limits for this required insurance vary depending on the activities to be carried out under the federal grant or cooperative agreement.

35. May and do friends groups engage in advocacy activities?

Yes. Most nonprofit organizations, including friends groups, can and do engage in advocacy to achieve their goals. Advocacy, which can be broadly defined as the act or process of building public support for a cause, idea, program, or policy, is a key function of most nonprofit organizations. Most friends groups work in a variety of ways as independent, public advocates (e.g., to build positive visibility and support for public lands and the resources found on them). Examples of advocacy activities may include providing information to and/or educating communities or elected officials about issues related to public lands.

Confusion sometimes arises when there is a misunderstanding between advocacy and the limits 501(c)(3) charitable nonprofit organizations have when it comes to certain political activities, such as lobbying. Lobbying is defined by federal tax law as any attempt to influence specific legislation at the local, state, or federal level, including both legislation that has already been introduced in a legislative body and specific legislative proposals that a nonprofit organization may oppose or support.

Legislation includes action by Congress, any state legislature, any local council, or similar governing body, with respect to acts, bills, resolutions, or similar items, or by the public in referendum, ballot initiative, constitutional amendment, or similar procedure. It does not include actions by executive, judicial, or administrative bodies. Internal Revenue Service guidelines regard a charitable nonprofit organization as attempting to influence legislation if it contacts (direct lobbying), or urges the public to contact (grassroots lobbying), members or employees of a legislative body for the purpose of proposing, supporting, or opposing specific legislation or if the organization advocates the adoption or rejection of specific legislation.

Charitable nonprofit organizations may, however, involve themselves in issues of public policy without the activity being considered lobbying. For example, organizations may conduct educational meetings, prepare and distribute educational materials, or otherwise consider public policy issues in an educational manner without jeopardizing their tax-exempt status. With the exception of lobbying and partisan political activities, there is no limit to the amount of nonlobbying advocacy by 501(c)(3) public charities, including most friends groups.

36. May the BLM partner with friends groups that engage in advocacy and/ or lobbying activities?

Yes. However, the BLM is strictly prohibited from using appropriated funds (including official employee time and government resources) for friends group activities and events that are intended or designed (directly or indirectly) to influence in any manner a member of Congress, a jurisdiction, or an official of any government (federal, state, or local) to favor or oppose any legislation, law, or appropriation (18 U.S.C. 1913, Lobbying with Appropriated Moneys).

In addition to friends groups, the BLM partners with a wide spectrum of organizations that engage in a variety of advocacy activities. It is important for the BLM to ensure there is clear separation between friends group advocacy and lobbying activities that are carried out by the organization and collaborative work the BLM and the friends group perform under their partnership.



Partnership agreements are central to developing, formalizing, and sustaining effective partnerships. They clarify and specify the purpose and objectives of the partnership, define roles and responsibilities, foster accountability by all parties, and document a common understanding of how the partnership will work.

This section provides brief descriptions of the most commonly used partnership agreements within the BLM; however, it is not exhaustive.

Selecting the correct agreement depends primarily on who the parties are, the type of projects or activities planned, who will benefit, and whether and how the parties exchange funds or other resources. Figure 1 is a decision tree of the partnership agreements described in this section. For additional help in determining the appropriate partnership instrument, contact a BLM procurement, partnerships, or volunteer program specialist.

Monetary Agreements

Agreement with Another Federal Agency

An agreement with another federal agency is used for one federal agency to provide funds, goods, or services to another federal agency. If the goods or services needed are available from a commercial source or if the agency cannot provide them at less cost than if provided by a commercial source, goods or services should be procured from the commercial source (e.g., through a contract, charge card purchase).

Agreement options:

- Intra-agency agreement: For use if the other agency is within the Department of the Interior.
- **Interagency agreement:** For use if the other agency is outside the Department of the Interior.

Financial Assistance Agreement

This type of agreement is used to transfer funds, goods, services, or anything of value to a partner that is not another federal agency. The primary purpose of a financial assistance agreement is to provide public support or stimulation rather than to acquire goods or services (e.g., through a contract, charge card purchase) for the direct benefit or use of the government. Agreement options:

- **Grant:** For use if there is no program involvement by the BLM. The BLM only has administrative oversight of the work effort to ensure that the funds are spent for the intended purpose. If the action is to obtain something that is for the "direct benefit or use of the government," then a contract should be used rather than a grant.
- **Cooperative agreement:** For use if there is substantial BLM involvement during the course of the agreement. For example, both the BLM and recipient perform the work together.



Nonmonetary Agreements

Memorandum of Understanding

A memorandum of understanding is used to document a framework of cooperation between the BLM and one or more parties to confirm cooperative policies or procedures for promoting and/or carrying out mutually agreed-upon activities in a coordinated way. A memorandum of understanding cannot be used to obligate or exchange private or federal funds, supplies, equipment, or services.

Data Sharing Agreement

This type of agreement is used to share or exchange data on an ongoing basis with other federal agencies, state or local governments, or private parties without the obligation of funds. Although, the BLM may use cost recovery.

Cooperative Management Agreement

A cooperative management agreement is used in accordance with management plans for shared on-the-ground management of a specific management area. It is used when the primary objective is to provide the public with facilities and levels of use not possible under BLM management alone, but which may be provided with support from user groups. Each party's role in the management of the area must be delineated. Each party can commit to absorb part of the cost of managing the area, but no actual transfer of funds occurs. If funding or anything of value will be provided to the cooperator as part of their management functions, contact BLM procurement staff for help in determining the correct instrument to use.

Friends Group Partnership Agreement

This type of agreement is used to establish and formalize a partnership between the BLM and a friends group. The agreement describes how the BLM and a friends group work together cooperatively to support the purposes and objectives of a BLM site, facility, or program. The agreement describes the involvement of both parties in mutually agreed-upon goals and objectives and ensures both parties have a mutual understanding of their respective roles, responsibilities, rights, expectations, and requirements within the partnership.

Volunteer Service Agreement

A volunteer service agreement is used for individuals, or a group of individuals, who voluntarily provide time and services to the BLM without compensation. The agreement provides the legal basis for the volunteer/agency relationship and details the services to be provided by the volunteer(s), the timeframes for and locations(s) of service, reimbursements, if any, and any access to government vehicles, computers, office equipment, or tools.





Nonmonetary Agreements (used if no funds, goods, or services are transferred to partners)

Memorandum of Understanding Used to document a framework of cooperation between the parties in which they carry out their separate activities in a coordinated way

Data Sharing Agreement Used to share or exchange data on an ongoing basis

Cooperative Management Agreement Used to develop an agreement in accordance with management plans for shared on-the-ground management of a specific management area

Friends Group Partnership Agreement Used to establish and formalize a collaborative partnership between the BLM and a friends group to support a BLM site, facility, or program

Volunteer Service Agreement Used by individuals or a group of individuals who provide time and services to the BLM without compensation

Figure 1. BLM decision tree of commonly used partnership agreements



BLM/Friends Group Partnership Profiles: Challenges, Lessons Learned, and Best Practices



Partnership between the McInnis Canyons, Dominguez-Escalante, and Gunnison Gorge National Conservation Areas and the Colorado Canyons Association

About the Partners – At a Glance



McInnis Canyons National Conservation Area

- Description: Located in the high desert canyon country of western Colorado and eastern Utah, this national conservation area (NCA) consists of approximately 123,460 acres of BLM-administered land near Grand Junction, Colorado. This area was established by Congress in 2000 to protect and enhance its unique and valuable scenic, recreational, and multiple-use opportunities, including grazing, and paleontological, natural, and wildlife components enhanced by the rural western setting of the area.
- Visit: https://www.blm.gov/programs/ national-conservation-lands/colorado/ mcinnis-canyons



Dominguez-Escalante National Conservation Area

 Description: Located within the canyon country of the Uncompanding Plateau, this NCA consists of 210,149 acres in western Colorado. This area was established by Congress in 2009 to conserve and protect the unique and important resources and values of the land, including the geological, cultural, archaeological, paleontological, natural, scientific, recreational, wilderness, wildlife, riparian, historical, educational, and scenic resources, and the water resources of area streams that are necessary to support aquatic, riparian, and terrestrial species and communities.

 Visit: https://www.blm.gov/programs/ national-conservation-lands/colorado/ dominguez-escalante-nca



Gunnison Gorge National Conservation Area

 Description: In western Colorado, this area, consisting of 62,201 acres of diverse landscape ranging from adobe badlands to rugged pinyon and juniper-covered slopes, was designated by Congress in 1999 to recognize its outstanding geologic, scenic, wilderness, and recreational resources. Located within the NCA, the Gunnison Gorge Wilderness is famous for its world-class trout fishing, challenging whitewater boating, and spectacular geologic formations.

 Visit: https://www.blm.gov/programs/ national-conservation-lands/colorado/ gunnison-gorge-nca

Colorado Canyons Association



- Incorporated: Incorporated in 2005 as Friends of McInnis Canyons, the friends group expanded their scope to include the other two NCAs in 2010 and rebranded as the Colorado Canyons Association.
- Mission: Foster community stewardship of our National Conservation Lands with a focus on



Dominguez-Escalante, Gunnison Gorge, and McInnis Canyons National Conservation Areas in western Colorado.

- Activities/events: Youth education field trips, adult education lectures and trips, stewardship, ecological restoration, citizen science, and building public awareness.
- Visit: https://www. coloradocanyonsassociation.org/



About the Partnership – At a Glance

Purpose: Foster community appreciation and stewardship of the NCAs.

Year started: 2005

Why the partnership was developed: After

completion of the McInnis Canyons NCA Resource Management Plan, a group of citizen advisory members wanted to maintain support and develop a friends group for the NCA. The BLM welcomed this engagement.

Resources used to accomplish partnership goals:

The BLM and Colorado Canyons Association have a financial assistance agreement in which the BLM contributes funds to help the friends group conduct education and stewardship events. The Colorado Canyons Association matches those funds 3:1 through memberships, donations, and grants, which improves capacity to deliver these vital programs in the NCAs.

Key programs/accomplishments:

Hands-on education programming: The Colorado Canyons Association introduces nearly 3,000 youth annually to the NCAs through a science, technology, engineering, and math (STEM)-based outdoor curriculum, on land and on the river, that meets Colorado state education standards. (Note: The Colorado Canyons Association is a licensed river outfitter.)



Students participate in a variety of the Colorado Canyons Association's river rafting education and stewardship programs.



Students learn about ranching and conservation at Nature Knowledge Days.

- Volunteer stewardship: Yearly, the Colorado Canyons Association organizes thousands of hours of volunteer time for restoration, river cleanups, riparian monitoring, and youth education.
- Fundraising support: The Colorado Canyons Association secured more than \$250,000 in grants in 2017 and 2018 to assist in restoration of the Colorado and Gunnison Rivers. It also hosted fundraisers for NCA education and stewardship, including the WXWW music festival held at six local businesses in Fruita, Colorado, and "Crazy about Canyons," an annual dinner held at a local winery. The winery sells two wines whose proceeds go to the Colorado Canyons Association to benefit work in the NCAs.
- Science education camp: In 2018, the Colorado Canyons Association established a science education camp for students on an

inholding along the Ruby Horsethief section of the Colorado River within the McInnis Canyons NCA. The BLM helps the Colorado Canyons Association manage this property in a way that meets the purposes identified in the establishing legislation.

Partnership benefits:

The Colorado Canyons Association:

- Annually provides thousands of youth and adults opportunities to engage with the NCAs.
- Raises money for and generates new resources to support river restoration.
- Provides a voice in western Colorado for the stewardship of the NCAs and public lands. The friends group's nonpartisan nature and board of community leaders lends credence to its message.
- Actively engages the local business community, real estate industry, school districts, nonprofits, local governments, and tourism industry officials to promote the value of the NCAs to the community.
- Has the support of Colorado's congressional delegation, whose staffers volunteer at education events.
- Also serves as a leadership/BLM partnership resource to other NCAs and friends groups.

Challenges, Lessons Learned, and Best Practices

Partnership challenges:

- Early transition difficulties: As is a common theme with many nonprofits, the Colorado Canyons Association faced challenges as it transitioned from an all-volunteer organization to a staffed organization under an executive director.
- Work prioritization: The partnership faced initial challenges in determining how to best prioritize projects. The goal was to focus the most effort on projects that are rewarding for

and of greatest value to both the BLM and Colorado Canyons Association and projects that have a good return on investment considering the amount of time required of staff.

 River restoration expansion: This required a significant investment of time from BLM staff to ensure the Colorado Canyons Association learned which information the BLM needs to complete National Environmental Policy Act requirements to effectively implement river restoration projects. Unrealistic early expectations: The BLM's return on investment in the friends group is significant (3:1 for every public dollar invested). However, the funding goes toward in-kind, program work and additional staff capacity rather than the friends group fundraising for larger and broader public lands projects, which was the initial expectation. The partnership has transitioned to fulfilling education, stewardship, and restoration projects.

Lessons learned and best practices:

- **Communicate/meet frequently:** This is especially important when developing a partnership and beginning a new program or event.
- **Support strategic planning:** Help the friends group identify its mission and vision and define its direction, key initiatives, and value it wants to add. This investment in time will help the partnership move in the right direction.
- Involve your staff: Involve BLM staff in the partnership to help ensure success and future growth.



"It's easy to measure the tangible benefits of our partnership with CAA [Colorado Canyons Association], but I believe those are dwarfed by the intangible benefits that ripple throughout our community."

> Collin Ewing, NCA Manager, McInnis Canyons and Dominguez-Escalante NCAs

- **Recognize that both partners need to be successful:** Ensure each side of the partnership is getting what it needs/wants. It is helpful for both sides to understand the effort required to maintain a nonprofit organization.
- Focus on projects of mutual agreement: Nonprofit organizations often trend toward environmental advocacy. For a friends group to maintain its strong partnership with the BLM, this should be done in a way that does not surprise agency partners and focuses on issues that unite local communities.
- **Build momentum:** Friends groups need to develop a program of work that shows its contributions, and there will likely be successes and failures in terms of initial return on investment. Work to find a balance between events that are rewarding for members, amount of staff time invested, and fundraising goals.



"CCA is fortunate to work with an agency that understands the importance of public-private partnerships on the National Conservation Lands; BLM is our most important partner and resource."

> Joe Neuhof, Executive Director, Colorado Canyons Association

Partnership between the Cascade-Siskiyou National Monument and the Friends of Cascade-Siskiyou National Monument

About the Partners – At a Glance



Cascade-Siskiyou National Monument

- Description: Located at the junction of the Cascade, Klamath, and Siskiyou mountain ranges in southwestern Oregon and northwestern California, this national monument consists of about 113,000 acres of forest and grassland. This area was established in 2000 by presidential proclamation (and expanded in 2017 by a second proclamation) in recognition of its remarkable ecology and to protect a diverse range of biological, geological, aquatic, archaeological, and historic resources.
- Visit: https://www.blm.gov/programs/ national-conservation-lands/nationalmonuments/oregon-washington/cascadesiskiyou

Friends of Cascade-Siskiyou National Monument (FCSNM)



Incorporated: 2001

 Mission: Support the protection, restoration, and conservation of Cascade-Siskiyou National Monument



through service, advocacy, and education.

- Activities/events: Education, student research/leadership grants, citizen science, interpretation, habitat restoration, volunteer support programs, and advocacy.
- Visit: http://www.cascadesiskiyou.org/



About the Partnership – At a Glance

Purpose: Support educational, outreach, and interpretive activities that advance understanding, appreciation, and protection of the monument's unique setting and resource values.

Year started: 2000

Why the partnership was developed: Initially, the partnership was established to organize support for nonmotorized recreation, restoration, and

interpretation in the monument shortly after its designation.

Resources used to accomplish partnership goals:

The FCSNM generates some funding and receives modest financial assistance from the BLM, public/ private grants, and goods and services from local businesses.

Key programs/accomplishments:

- Monument Research Symposium: The FCSNM organizes and hosts the Cascade-Siskiyou National Monument Research Symposium, an annual grants program for undergraduate and graduate students to support their career paths in the sciences and arts while contributing to conservation efforts in the monument.
- Citizen science: The FCSNM organizes and coordinates annual Monument BioBlitzes, a program that pairs interested citizen volunteers with scientists to observe and catalog animal and plant life in the monument; data collected is then used to assist with managing monument resources.
- **Community education:** The FCSNM coordinates and hosts a series of "Hike and Learn" events focused on educating the community about science and art in the monument through lectures about and hiking in the monument.



Community members and other visitors learn about the monument through an FCSNM "Hike and Learn" event.

 Student leadership: The FCSNM provides leadership opportunities for local college students. This entails annual selection of a student board member from the incoming Master of Science in Environmental Education program at Southern Oregon University. These students gain leadership skills in communication and outreach and build hands-on knowledge of how nonprofits work.



Student grant recipients of the Friends Research Fund conduct studies to further understanding of the Cascade-Siskiyou National Monument.

Additionally, the FCSNM hires student leaders to plan and organize key visitor, recreation, education, and science programs.

 Volunteer stewardship: The FCSNM provides volunteers and coordination support for various annual events to help steward and promote the monument (e.g., National Public Lands Day, festivals, community events).

Partnership benefits:

The FCSNM:

- Develops and expands opportunities for the community to learn about and experience the monument.
- Enables local businesses and others to support/contribute to partnership efforts.
- Helps promote, communicate, and build community support for the monument's resource management plan and activities.
- Engages youth and young adults in conservation leadership and career growth opportunities.

Challenges, Lessons Learned, and Best Practices

Partnership challenges:

- **Differing priorities:** At times, the BLM and FCSNM have pursued different goals rather than working toward a common vision.
- Procedural requirements: Sometimes, the FCSNM and its supporters become frustrated by the procedural requirements of federal land management agencies.

Lessons learned and best practices:

- Develop a written agreement: Develop, establish, and keep updated an agreement that describes how the BLM and FCSNM will work together cooperatively to support the monument. Having this in place helped enable the partnership to expand and become more active. It also improved the working relationship between the BLM and FCSNM by clarifying partnership objectives, roles, and responsibilities.
- Designate a liaison: Include key BLM staff (e.g., monument manager, assistant monument manager, interpretative specialist) as friends group advisors or liaisons (not board members) in FCSNM meetings. The BLM advisors or liaisons attend all FCSNM meetings, are included in each agenda, and are encouraged to make comments and advise on FCSNM programs. As advisors or liaisons,

however, they are prohibited from and do not vote on FCSNM issues (e.g., administrative, financial, board appointments).

- **Develop an annual work plan:** Develop an annual work plan that includes programs and activities that support the written agreement and reflect shared work priorities of both the BLM and FCSNM; use the plan for improving ongoing communication between the partners.
- Plan together: The FCSNM initiates a strategic planning session every spring to examine the FCSNM mission and ensure it is being met for the short and long term. BLM staff are invited to and participates in this session. During the meeting, FCSNM staff also review existing and/or additional projects. Having the BLM staff attend this planning session helps foster collaboration and coordination between their respective programs.



"A strong partnership is the best of both worlds, with the understanding that the friends [group] can do things that the BLM cannot do and vice versa. We are stronger together than as separate entities. It's only by working together that we can help each other and continue to provide resources and support for the monument."

> Terry Dickey, Chairman, Friends of Cascade-Siskiyou National Monument

Partnership between the Campbell Creek Science Center and the Friends of the Campbell Creek Science Center

About the Partners – At a Glance



Campbell Creek Science Center

- Description: Constructed by the BLM in 1996, the Campbell Creek Science Center engages learners in hands-on, outdoor learning experiences that increase appreciation, connection, and stewardship of Alaska's public lands and natural resources. Located on a 730-acre tract of BLM-administered land near the urban center of Anchorage, the site also includes 12 miles of maintained trails. The science center serves about 40,000 visitors a year.
- **Visit:** https://www.blm.gov/learn/interpretivecenters/campbell-creek-science-center

Friends of the Campbell Creek Science Center (FCCSC)

Incorporated: 2005



Mission: Dedicated

> to supporting the educational programs and initiatives of the Campbell Creek Science Center and addressing unmet science education needs of Alaskans.

- Activities/events: Youth education, interpretation, outdoor recreation program support, and ecosystem program support.
- Visit: http://www.friendsofcampbellcreek.org/



About the Partnership – At a Glance

Purpose: The partnership supports and enhances BLM Alaska's education, interpretation, and outreach goals through establishing opportunities for the diverse population of Alaska to receive outdoor education in natural resources.

Year started: 2005

Why the partnership was developed: The

partnership was established as a way to support a broader audience at the science center, including programs and field trips for youth from and near Title 1 schools. The friends group supports science center programming and operational needs and provides access to public lands for thousands of students each year.

Resources used to accomplish partnership goals:

The BLM and FCCSC work together to accomplish the education and outreach goals of the science center. The FCCSC provides an all-volunteer board of directors and seeks and receives public/ private grants and individual, business, and inkind donations. In addition, the FCCSC supports the science center's operational costs to conduct diverse programs for the public and youth. Base and income-driven earnings provide the majority
of financial support to the science center with the FCCSC supplementing vital operational programming costs through memberships and grants.

Key programs/accomplishments:

The FCCSC helps secure funding and volunteers for the following programs:

- Diversity programs for community organizations: In 2019, the FCCSC supported unique programs for Alaskan youth to experience the science center. This included sponsoring GRIT (Girls Riding Into Tomorrow) for middle school students to build individual and group leadership skills and supporting RAIS (Refugee Assistance and Immigration Services) for international young adults to develop outdoor hiking and backpacking skills.
- Underserved in the Outdoors: The FCCSC secured funding to help underserved audiences (i.e., girls, refugees, and more) have transformational experiences in the outdoors.
- Eco-Explorers Program: This 3-day program on ecosystems teaches newly arrived refugee youth ways to enjoy the outdoors in Alaska, as well as safety tips for recreating in moose and bear country.
- **21st Century Afterschool Program:** This afterschool program sends economically disadvantaged students and their families on field trips focusing on archaeology, paleontology, nature observation, journaling, and ecology, among other topics. The students also learn outdoor survival skills, teambuilding, and natural resources concepts.



Students attend field trips at the Campbell Creek Science Center.

- Outdoor Week: This interagency outdoor education event for local 6th graders involves stations such as gold panning, fly tying, bear awareness, archaeology, and more.
- Water Discovery Days: This 3-day outdoor education event for 4th graders is designed to promote healthy waterways and oceans.
- **Moms, Pops and Tots:** This monthly program provides families skills for interacting in nature with their children.
- Fireside Chats and Midsummer Night's Science Series: At these evening programs, scientists provide free community lectures about their research in natural resources. Some of the topics presented have included orcas in the Artic, the Iditarod sled dog race, paleontology, golden eagles, backcountry skiing, and wildlife trafficking.

Partnership benefits:

The FCCSC:

- Helps the community become a part of the center through membership.
- Connects local businesses to the center by assisting with donations and volunteer work.
- Helps promote and fund free community workshops, classes, and events.
- Helps bridge gaps in funding for important projects, equipment, food, and supplies at the center.



The FCCSC provides scholarships for students at Title 1 schools to attend field trips at the center.

- Connects the community to outdoor science education at the Campbell Tract.
- Helps the BLM build good will within the community by offering programs that improve the quality of life for local residents.

Challenges, Lessons Learned, and Best Practices

Partnership challenges:

- BLM fundraising regulations: The FCCSC can have difficulty working within BLM regulations for fundraising for the science center. Specific roles and responsibilities can be confusing for new members.
- Volunteer board member recruitment: Since the friends group board is an all-volunteer board, it can be challenging to recruit and retain board members. It is particularly important to seek board members with a diversity of skills, connections, and understanding about the community in order to raise funds, seek grants, and raise support for the goals and initiatives of the organization and partnership.
- Alignment of goals and strategies: As two separate organizations, it can be challenging to make sure goals and strategic plans are aligned.

Lessons learned and best practices:

 Understand BLM processes and nonprofit management: To effectively collaborate, the FCCSC and science center have made an effort to become more knowledgeable about each other. The FCCSC has worked closely with the science center director and staff to learn about BLM processes and regulations, and the science center director and staff have worked to understand nonprofit governance.



"The friends board always gets energized when planning events with the center staff. Instead of two separate groups, it feels like a big team!"

> Lia Keller, Board President, Friends of the Campbell Creek Science Center

- **Ensure regular communication and** interaction: Proactively ensuring there is regular communication and opportunities for interaction between the science center and FCCSC has helped with all partnership challenges. The FCCSC board attends the science center's strategic planning sessions and welcomes science center staff to the FCCSC yearly planning session. A science center staff member attends the FCCSC board meetings to provide updates from the science center, engage with the board members, and answer questions. The FCCSC finds that having ongoing access to, and working closely with, the science center's director and staff helps avoid confusion and misunderstandings.
- Establish shared goals, strategies, and achievable programs: This helps build on shared successes, identify areas that need work, communicate effectively about what is important to accomplish, and understand how the two organizations work together to create engaging opportunities for all learners to experience public lands and natural resources. The science center includes the FCCSC in strategic plan development and implementation, including outlining key goals and roles for each organization to accomplish.



"The Friends of the Campbell Creek Science Center are vital to supporting and advancing BLM CCSC's strategic plan. The board brings enthusiasm and knowledge about the community, which helps CCSC know we are on track with projects. They support our work and share it with the community. Partnerships like this make our work gratifying and amplifies its positive effect. The work we do together ensures thousands of diverse Alaskans can experience natural resources education and public lands at the Campbell Creek Science Center."

> Nancy Patterson, Director, Campbell Creek Science Center

Partnership between the Oregon Badlands Wilderness and the Friends of Oregon Badlands Wilderness

About the Partners – At a Glance



Oregon Badlands Wilderness

- Description: The Wilderness Act of 1964 provides long-term preservation and protection to areas on federal lands that are largely undeveloped, natural, and unconstrained by human activity and that provide outstanding opportunities for solitude or recreation. This wilderness area was established by Congress in 2009 and protects 29,182 acres of unique volcanic formations and ancient juniper woodlands in the northern Great Basin of central Oregon.
- Visit: https://www.blm.gov/programs/ national-conservation-lands/oregonwashington/oregon-badlands

Friends of Oregon Badlands Wilderness

Incorporated: 2007

Mission: Support the protection, preservation, and restoration needs of the Oregon Badlands Wilderness.



- Activities/events: Volunteer recruitment/ support for stewardship and educational activities (e.g., trail/trailhead/fence maintenance, monitoring, restoration of areas with obsolete roads, native plant restoration, school outreach programs, guided walks).
- Visit: https://conservationlands.org/friends/ friends-of-oregon-badlands-wilderness



About the Partnership – At a Glance

Purpose: Provide volunteers to support restoration, protection, and other stewardship activities on, and educational programs about, the wilderness, in addition to supporting larger BLM-authorized projects in the wilderness.

Year started: 2007

Why the partnership was developed: Initially, the Friends of Oregon Badlands Wilderness was organized to advocate for and promote the designation of the area as a wilderness area and National Conservation Lands unit. After the wilderness designation in 2009, the partnership evolved.

Resources used to accomplish partnership

goals: The Friends of Oregon Badlands Wilderness provides volunteers to support the wilderness area, grants and funding from private sources, financial assistance, and supplies and materials.

Key programs/accomplishments:

- Volunteer services: The friends group annually engages hundreds of volunteers, resulting in more than 9,500 hours of onthe-ground stewardship work and outreach programs.
- **Resource stewardship:** Removes obsolete fencing, installs and maintains trail/trailhead and boundary signs, performs restoration of areas with trespass impacts, and performs annual trail construction/maintenance.
- Education/interpretive programming: The Friends of Oregon Badlands Wilderness produces educational brochures and organizes outreach and interpretive tours for schools, atrisk youth, corporations, and individuals within the local business community.

Partnership benefits:

The Friends of Oregon Badlands:

 Increases community involvement and contributes volunteer labor to advance shared conservation stewardship of the wilderness.

- Leverages federal investment and partner contributions.
- Increases opportunities for people to connect with their public lands.
- Expands opportunities to serve and reach underserved audiences.
- Enriches educational/interpretive experiences for the public.



Volunteers of Friends of Oregon Badlands Wilderness help the BLM with stewardship activities throughout the wilderness.

Challenges, Lessons Learned, and Best Practices

Partnership challenges:

- Sustaining volunteer enthusiasm: Maintaining high levels of volunteer enthusiasm for ongoing stewardship became challenging in subsequent years after the designation of the area and initial wilderness planning effort. Today, the friends group has a core group of dedicated volunteers.
- **Changing staff:** The friends group has faced challenges maintaining continuity and momentum in the partnership as BLM staff changes over time.
- **Goal setting and pace:** Volunteers become frustrated at times due to the pace at which the BLM can plan and implement goals. However, BLM staff and friends group volunteers have developed trusting

relationships that recognize the steady work toward mutual goals of the partnership.

Lessons learned and best practices:

 Develop relationships, skills, and knowledge: Building close relationships between BLM wilderness and other specialists and the friends group has enabled a meaningful transfer of knowledge and expertise. The friends group's interest, dedication, and capacity for learning about the botany, geology, and wildlife of the area has enhanced their stewardship and communication abilities. This acquired expertise has resulted in a dedicated group of skilled volunteers that provide maintenance and wilderness patrols for the Oregon Badlands Wilderness.

- **Regularly review the partnership in tandem:** The Friends of Oregon Badlands Wilderness and BLM staff meet annually to review and evaluate the previous year's accomplishments and challenges, identify ways to continually improve the partnership, and forecast the following year's workload.
- Communication: A critical aspect for sustaining the partnership is frequent communication in the form of phone calls, e-mails, town meetups, and field visits, both within the friends group organization and between the friends group and the BLM.
- Recognize partners and volunteer efforts and achievements: The efforts of the Friends of Oregon Badlands Wilderness have been recognized in a number of informal and formal ways over the years of the partnership, including a landscape stewardship appreciation award from the Public Lands Foundation. Take advantage of and create opportunities to recognize volunteers and partners on an ongoing basis.

"For the relatively small amount of investment by the Bureau, the BLM has been rewarded in huge savings of labor with a group who are vested and can now largely operate on autopilot. Further, the partnership has resulted in retention of long-term, hardcore volunteers, many of whom have gained very specific and considerable knowledge needed to help effectively support the wilderness."

> Gavin Hoban, Outdoor Recreation Planner, BLM Oregon/Washington

"Working closely with our partner the BLM and being guided by them in many instances, yet at the same time allowing us a modicum of independence, has allowed us to achieve tangible and beneficial results in the protection, preservation, and restoration of Oregon Badlands Wilderness."

> David Eddleston, Executive Director, Friends of Oregon Badlands Wilderness





Partnership between the Santa Rosa and San Jacinto **Mountains National Monument and the Friends of the Desert Mountains**

About the Partners – At a Glance



Santa Rosa and San Jacinto Mountains National Monument

Description: Spanning from elevations near sea level to above 10,000 feet in southern California, this national monument was established by Congress in 2000 to preserve the nationally significant biological, cultural, recreational, geological, educational, and scientific values found in the Santa Rosa and San Jacinto Mountains, as well as to provide the opportunity to experience and enjoy the magnificent vistas, wildlife, land forms, and natural and cultural resources in the mountains and to recreate therein. This monument is jointly managed by the BLM (98,981 acres) and the U.S. Forest Service (70,115) acres) and includes thousands of acres of state and private land inholdings.

Visit: https://www.blm.gov/programs/ national-conservation-lands/california/santarosa-and-san-jacinto-mountains-nationalmonument

Friends of the Desert Mountains

- Incorporated: 1987
- **Mission:** To preserve land, to support California education, conservation, and research in the Coachella Valley, and to Jacinto Mountains NM act as the support organization for the Santa Rosa and San Jacinto Mountains National Monument.



Santa Rosa and San

- Activities/events: Trail stewardship, invasive weed removal, youth education, interpretive hikes and programs, visitor services support, citizen science research, land acquisition for conservation, and public awareness of monument and conservation lands.
- Visit: https://www.desertmountains.org/



About the Partnership – At a Glance

Purpose: Connect people to conservation lands, especially the national monument, within the Coachella Valley area, and play an integral support role in the conservation and stewardship of those lands.

Why the partnership was developed: With the establishment of the national monument, the Friends of the Desert Mountains and the BLM recognized the opportunity to collaborate on community engagement in the conservation, stewardship, and public outreach regarding the

Year started: 2000

monument. The Friends of the Desert Mountains serves as a bridge between community support and the conservation and stewardship needs of the monument.

Resources used to accomplish partnership goals:

The Friends of the Desert Mountains donated two modular buildings to the BLM, and the BLM provides the friends group the occupation and use of two modular buildings as office and storage space, provides general maintenance and repair of the modular buildings, and provides incidental utility services. The BLM also provides the Friends of the Desert Mountains with free retail space at the visitor center to operate a gift shop and generate revenue in support of the monument. The Friends of the Desert Mountains contributes more than 15,000 volunteer hours per year, public/ private grants, goods and services from local businesses, and other funding generated by the friends group. Additionally, the BLM provides the Friends of the Desert Mountains funding assistance through a financial assistance agreement.

Key programs/accomplishments:

- Land conservation: Since its inception in 1987, the Friends of the Desert Mountains has conserved 58,684 acres in the monument and greater California desert area, with priority placed on lands under threat of development and/or inholdings or other parcels of high conservation value.
- **Trail stewardship:** The Friends of the Desert Mountains trail stewardship efforts include trail construction of the monument's primary trail, maintenance and repair efforts, trash and graffiti removal, sign placement and repair, and trail safety and etiquette outreach via a volunteer trail ambassadors program.
- **Invasive weed control:** The Friends of the Desert Mountains conducts significant invasive weed species control and removal to protect critical riparian and sand dune habitats. Key invasive species targeted include Sahara mustard, fountaingrass, and tamarisk.
- Interpretive hikes and programs: During the winter season, the Friends of the Desert Mountains leads weekly interpretive hikes and



Trail stewardship during a National Public Lands Day event at Santa Rosa and San Jacinto Mountains National Monument.



Volunteers for Friends of the Desert Mountains provide stewardship services to the monument's extensive trails system through the trail ambassador program.



Friends of the Desert Mountains works to control and remove invasive weed species, including Sahara mustard, fountaingrass, and tamarisk, that threaten critical riparian and sand dune habitats.



Friends of the Desert Mountains works to connect youth with the California desert by providing outdoor experiences, exposure to desert creatures, and science education.

nature and birding walks, conducts children's story hours and youth map and compass training, coordinates the local astronomical society's monthly stargazing event, coordinates a monthly earthquake awareness lecture at the visitor center, and coordinates and presents an adult lecture series with the University of California, Riverside, campus, as well as a lecture series with the Historical Society of Palm Desert. In the summer months, the Friends of the Desert Mountains leads full moon and after-dark desert discovery hikes.

- Youth education: The Friends of the Desert Mountains provides youth education to local elementary, middle, and high school students and youth groups and after-school programs.
- **Visitor services support:** Volunteers for Friends of the Desert Mountains provide staffing at the visitor center information desk, primarily during the busier winter season.
- **Citizen science research:** The Friends of the Desert Mountains provides volunteer and financial support to research topics, such as wildlife corridors, soil ecology, roosting habits of the endemic yellow bat, and effects of



Friends of the Desert Mountains offers hikes throughout the monument and surrounding desert and mountains to introduce people to the scenic beauty, fragility, and complexity of the area.

climate on two local pinyon pine species. In collaboration with the University of California, Riverside, Friends of the Desert Mountains supports citizen science projects through the iNaturalist platform, allowing trained and untrained researchers to collaborate on research on native and invasive species distribution.

Partnership benefits:

The Friends of the Desert Mountains:

- Protects lands for conservation purposes.
- Improves recreational access and visitor experience in the monument.
- Reduces or eradicates invasive species, protecting the water table and native habitat.
- Increases community stakeholder engagement with the monument and helps better inform visitors.
- Helps improve knowledge and monument management decisionmaking through scientific data collection support.



Friends of the Desert Mountains provides citizen science opportunities to support research on wildlife corridors, invasive species, soil ecology, reptile distribution, and the effects of climate on two local pinyon pine species.

Challenges, Lessons Learned, and Best Practices

Partnership challenges:

• **Identity transition:** The friends group faced challenges while transitioning from a land acquisition-based organization to an outreach

and stewardship-based organization. The friends group also faced challenges due to a new revenue model (relying more heavily on fundraising rather than grants and land sales).

- Clarification of roles and responsibilities: The committed involvement of the Friends of the Desert Mountains at the monument and the sharing of office space at the monument visitor center create a close working relationship between the BLM and friends group. While this is very positive, responsibilities sometimes overlap and have to be reestablished.
- Federal agency requirements: As a federal agency, the BLM is required to follow procedural requirements that can be difficult for an organization outside the federal government to navigate.

Lessons learned and best practices:

• **Patience with federal processes:** The Friends of the Desert Mountains has learned to be patient with federal processes and has become better informed about BLM rules, regulations, and policies. Best practices include working together early on projects or tasks in order to provide the BLM sufficient time to accomplish federal process requirements.

- **Close working relationships:** The BLM monument manager and the friends group executive director communicate several times a week to discuss projects, tasks, day-to-day operations, upcoming events, and other mutual goals and challenges. BLM and friends group staff also concurrently work together and keep each other informed. The close connections allow for smooth collaboration and early detection and resolution of challenges and issues.
- Strategic collaboration: The monument manager attends the Friends of the Desert Mountains' yearly strategic planning board retreat and is invited to provide input on the goals and direction of the friends group, helping maintain alignment of partnership goals and objectives. Additionally, the monument manager frequently attends Friends of the Desert Mountain board meetings to stay informed and provide monument updates. The friends group executive director and monument manager hold quarterly meetings to coordinate and align major topics, helping the partnership achieve mutual and overall strategic goals.

"Friends of the Desert Mountains is vital to stewardship of the monument. With over 15,000 volunteer hours a year, they're passionate about connecting people to the land and ensuring this national treasure can be conserved for future generations."

Ashley Adams, Monument Manager, Santa Rosa and San Jacinto Mountains National Monument



Partnership between the Little Book Cliffs Wild Horse Range and the Friends of the Mustangs

About the Partners – At a Glance



Little Book Cliffs Wild Horse Range

- Description: Near Grand Junction in western Colorado, this horse range includes about 36,000 acres of public lands that are characterized by rugged canyons and gentle, sloping plateaus in a semiarid climate. The appropriate management level (or recommended population size) of the herd is between 90 and 150 horses. The range's terrain provides many viewing areas and hiking, horseback, and four-wheel-drive trails.
- Visit: https://www.blm.gov/programs/wildhorse-and-burro/herd-management/herdmanagement-areas/colorado/little-book

Friends of the Mustangs

• Incorporated: 1982



Mission: To promote the welfare and awareness of wild mustangs and to assist the Bureau of Land Management in the maintenance and protection of wild mustangs, focusing on



the Little Book Cliffs Wild Horse Herd and Range.

- Activities/events: Range maintenance, fence and facility maintenance, horse and range condition inspections and reseeding efforts, wild horse counts and vegetative range studies, fertility control tasks, participation in wild horse gather operations, pre-adoption facility compliance checks, post-adoption compliance checks, and promotion of the wild horse program through participation in local events.
- Visit: http://www.friendsofthemustangs.org/



About the Partnership – At a Glance

Purpose: The BLM and Friends of the Mustangs work together to support the management, health, and adoption of wild horses from the Little Book Cliffs Wild Horse Range.

Year started: 1982

Why the partnership was developed: The Friends of the Mustangs was initially formed with the purpose of supporting the adoption of wild horses. Since its founding, focus has expanded to include participating in both on- and off-range activities, from post-adoption compliance checks to trail maintenance and fertility control.

Resources used to accomplish partnership goals:

The Friends of the Mustangs elects officers and appoints activity coordinators each year. The group establishes designated workdays to accomplish work on the range. Membership fees, donations, and grants are sources of funding for both on- and off-range activities.

Key programs/accomplishments:

- Fertility control program: The friends group's participation in fertility control work has supported the reduction of birth rates among wild horses in the range by approximately 26 foals per year—a potential savings of \$416,000 for the BLM.
- Range maintenance and monitoring: The Friends of the Mustangs routinely helps with range maintenance and has helped the BLM develop 18 springs and water tanks on the range. Members also actively participate in herd monitoring and have created a database using Global Positioning System (GPS) tracking that documents fencing issues, work needs, and the status of water sources.
- **Public outreach:** The Friends of the Mustangs has produced herd identification books, which track horse bloodlines and give names to horses to help create relatability.
- National recognition: In 2002, the BLM awarded the Friends of the Mustangs a national "Making a Difference" award for their volunteer excellence and achievements.



Friends of the Mustangs volunteers assist with wildlife cameras on the Little Book Cliffs Wild Horse Range. These photographs provide information about how the horses use areas of the range.

Additionally, in 2014, five volunteers from the Friends of the Mustangs received a volunteer of the year award from the BLM.

Wild horse gather and adoption: In 2018, the Friends of the Mustangs helped with both the gather and adoption of horses from the Little Book Cliffs Wild Horse Range. With its help, all 27 horses were adopted.

Partnership benefits:

The Friends of the Mustangs:

- Helps inform resource management stewardship and decisions.
- Improves communication and understanding of resource management challenges and solutions.
- Decreases risks.
- Increases probability of success.
- Helps achieve shared goals.
- Expands professional networks.
- Improves job satisfaction.
- Increases trust between the BLM and partners.



Friends of the Mustangs volunteers assist with care and maintenance of wild horses prior to an adoption event.



Members of Friends of the Mustangs construct a fence stream crossing.

Challenges, Lessons Learned, and Best Practices

Partnership challenges:

- **Management decisions:** For the most part, the BLM and Friends of the Mustangs agree on the appropriate management level, which guides many of the management decisions of the horse range. Occasionally, outside groups question this population level. The knowledge and involvement of the friends group helps inform the public and clarify questions.
- **Differing values:** Members of Friends of the Mustangs have differing viewpoints surrounding fertility control and horse gathers and must work together despite differences of opinion.
- **Personality differences:** Different personalities can impact and influence the nature of interactions. The goals may be common but how to reach them may be different.

Lessons learned and best practices:

• **Build trust:** Mutual trust between the BLM and Friends of the Mustangs members is an



Members of Friends of the Mustangs rebuild a spring.

important success factor. The Friends of the Mustangs is committed to following the BLM's lead and provides support when possible. In turn, BLM staff learns about the Friends of the Mustangs and attends its functions, which demonstrates an interest in the group's priorities and goals.

- Align missions: The ability of the BLM and
 Friends of the Mustangs to identify shared
 interests enables productive partnerships
 and generates enthusiasm about the work.
 Additionally, BLM wild horse specialists,
 historically, play an important role in
 maintaining a positive partnership relationship.
- Location helps: The range's close proximity to Grand Junction increases the ability of Friends of the Mustangs members to access the range. The nearness of the range, BLM offices, and Friends of the Mustangs board and other members contributes to interaction and relationship building.



"The BLM could not have the success of management of the Little Book Cliffs Wild Horse Range without the contributions of the Friends of the Mustangs."

> Jim Dollerschell, Rangeland Management Specialist, BLM Grand Junction Field Office





Purpose of the Friends Group Partnership Agreement

The friends group partnership agreement is the recommended instrument to use when establishing and formalizing a partnership between the BLM and a friends group. The agreement describes how the BLM and a friends group work together cooperatively to support the purposes and objectives of a BLM site, facility, or program. The agreement describes the involvement of both parties in mutually agreed-upon goals and objectives and ensures both parties have a mutual understanding of their respective roles, responsibilities, rights, expectations, and requirements within the partnership.

Note that this agreement does not allow for the transfer of funding from the BLM to a friends group. Other types of agreements, such as a grant or cooperative agreement, are used to obligate and transfer funding to a partner organization and can support the interests outlined in the friends group partnership agreement if, and when, the BLM provides federal financial assistance to the friends group.

The friends group supplemental partnership agreement for use of BLM property provides additional terms and responsibilities beyond the general terms of the friends group partnership agreement and is required only for those friends groups that use BLM land, facilities, or equipment. It should be either completed and added to the friends group partnership agreement at the same time the agreement is signed by the BLM and the friends group or added to a signed friends group partnership agreement as a modification. The supplemental agreement includes language for most uses of BLM property by a friends group, including the operation of a sales outlet on BLM property.

The friends group partnership agreement template, which follows, provides the suggested language common to most partnerships between the BLM and a friends group. The content is based on Departmental and BLM policies, but the friends group and BLM site, facility, or program manager may thoughtfully add and delete certain template language to meet varying partnership roles and responsibilities if Department and BLM policies do not dictate otherwise.

Preparing the Agreement

When developing an agreement, use the friends group partnership agreement template, work with the friends group to modify language to meet the specific needs of the partnership, and add a supplemental partnership agreement if necessary. Once both parties agree on the content, the BLM prepares and provides a draft copy of the agreement(s) to the friends group. After the friends group reviews and signs the draft, the friends group provides the signed copy to the BLM site, facility, or program manager for review and signature. The BLM manager then provides a copy of the signed agreement to the appropriate BLM district manager/BLM official for review and signature. The agreement becomes effective upon signature by both parties. The BLM site, facility, or program keeps the original and distributes signed copies of the agreement to the appropriate BLM district or other office and the friends group.

Friends Group Partnership Agreement

[IEMPLAIE]

FRIENDS GROUP PARTNERSHIP AGREEMENT between the [INSERT – name of BLM SITE, FACILITY, or PROGRAM] BUREAU OF LAND MANAGEMENT DEPARTMENT OF THE INTERIOR AND [INSERT – name of FRIENDS GROUP]

This friends group partnership agreement (agreement) is hereby entered into by and between the [INSERT – name of BLM site, facility, or program], Bureau of Land Management (BLM), an agency of the United States Department of the Interior, hereinafter referred to as the BLM, and [INSERT – name of friends group], hereinafter referred to as the friends group, and collectively referred to as the parties.

I. PURPOSE

The purpose of this agreement is to establish a framework to formalize a partnership between the BLM and the friends group to collaborate and coordinate support for achieving mutually agreed-upon interests, goals/objectives, projects, and activities.

II. STATEMENT OF MUTUAL INTERESTS

The BLM and the friends group share common interests and goals/objectives that include, but are not limited to, [INSERT – a brief description of work the BLM and the friends group will accomplish together (e.g., providing and enhancing educational, interpretive, recreation, volunteer, youth-engagement, and other visitor programs; community stewardship services of cultural and natural resources on public lands managed by the BLM)]. It is in the common interest of the parties to maintain good communications and work together on pursuing and achieving these interests and goals/objectives.

III. AUTHORITY

The BLM enters into this agreement and any subsequent friends group supplemental partnership agreement for use of BLM property under the authorities and provisions of the:

- A. Federal Land Policy and Management Act of 1976, Section 307(b), 43 U.S.C. 1737(b), as amended.
- B. [OPTIONAL INSERTION additional citation(s) for supplemental statutory authorities, if any].

IV. PARTIES

[This section provides a brief description of the BLM and specific BLM site, facility, or program and the friends group.]

The Bureau of Land Management:

The BLM, an agency of the U.S. Department of the Interior, is responsible for managing approximately 245 million surface acres of public land in the United States and about 700 million acres of subsurface mineral estate. The BLM's mission is to sustain the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations. The BLM's mission, set forth in the Federal Land Policy and Management Act, mandates that the BLM manage public land resources for a variety

of uses, including conservation, outdoor recreation, livestock grazing, and mineral development. An important component of the BLM's management strategy is promoting and sustaining partnerships focused on prudent and proper management of the public lands and meeting the agency's stewardship responsibilities.

As part of the BLM's multiple-use mission, the agency manages the National Conservation Lands, a collection of national monuments, national conservation areas, wilderness and wilderness study areas, national scenic and historic trails, wild and scenic rivers, and other similar designations. The National Conservation Lands were established to conserve, protect, and restore these nationally significant landscapes, recognized for their outstanding cultural, ecological, and scientific values for the benefit of current and future generations.

[INSERT – a brief description of the BLM site, facility, or program and its mission].

The [INSERT – name of friends group]:

[INSERT – a brief description of the friends group, including its mission, nonprofit status, location of operations, and other important details].

V. RESPONSIBILITIES OF THE PARTIES

[This section identifies the joint and individual responsibilities of each party regarding implementation and execution of this agreement.]

- A. The BLM and the friends group jointly agree to:
 - (1) Work actively and collaboratively to pursue and achieve the shared interests and goals/ objectives as described within, and during the term of, this agreement.
 - (2) Seek and identify opportunities and projects of common interest to both parties and determine how they will be funded and supported. The parties shall meet, as necessary, to determine the roles and responsibilities and allocation of funds or other resources for each project. Each party shall assign personnel, as necessary, to plan/design, produce, implement, or otherwise complete each project.
 - (3) Participate in regular meetings to foster close coordination on agreement implementation.
 - (4) Communicate on a regular basis to discuss applicable site- and program-related issues and projects and make timely decisions on matters necessary for proper implementation and administration of this agreement.
 - (5) Work in good faith to execute additional agreements, as necessary and otherwise appropriate, to meet the mutual interests and goals/objectives of the parties.
 - (6) Work to encourage community engagement in shared conservation stewardship and enjoyment of the resources on BLM-managed public lands.
 - (7) Meet annually to assess the effectiveness of the partnership as it relates to the purpose, mutual interests and goals/objectives, and roles and responsibilities outlined in this agreement to ensure expectations are clear and realistic, and modify the agreement accordingly when/if there are any significant changes to the scope of the partnership.

- (8) Take steps to avoid the appearance that either party represents the views of, or directs the management or decisionmaking process of, the other. The BLM and the friends group will maintain an evident and distinct separation between their organizational management activities.
- (9) Work together in good faith to resolve differences.
- (10) Ensure that friends group fundraising and revenue-generating activities that involve games of chance or gambling (e.g., lotteries, raffles for a fee, Bingo, door prizes for a fee) or that are associated with lobbying activities are not conducted on the BLM's behalf or on BLMmanaged property, and do not express or imply involvement of, or endorsement by, the BLM.
- (11) Work together to ensure that group or individual volunteer service agreements are completed, as appropriate, for friends group members acting as BLM volunteers; are signed by both parties; accurately describe the work, duties, and specific location(s) the volunteers are performing in support of the BLM site, facility, or program; and are reviewed and updated annually. The BLM reserves the right to determine what constitutes a volunteer activity that benefits the BLM.
- B. As consistent with its mission and purpose, the BLM agrees to:
 - (1) Designate an employee as the BLM liaison with the friends group, to work closely with the friends group to provide regular and timely communication and coordination with the friends group on all activities, programs, services, and projects related to meeting the joint goals/objectives of the partnership.
 - (2) Regularly attend friends group meetings and events and invite friends group board members to appropriate BLM planning meetings and events.
 - (3) Provide an annual orientation to the friends group board of directors on the Department, BLM, and divisions and BLM site, facility, or program goals, objectives, scope of operations, and significant programs of the BLM site or facility.
 - (4) Avoid involvement in the friends group operation or administration, including, but not limited to, serving on a friends group 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 or administration of the board and organization; and developing organizational documents.
- C. As consistent with its mission and purpose, the friends group agrees to:
 - (1) Maintain nonprofit status with the Internal Revenue Service 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) Designate a friends group liaison, typically the president or executive director or other board member, to work closely with the BLM to provide regular and timely communication and coordination with the BLM site, facility, or program manager or BLM liaison (if different from the manager) on all activities, programs, services, and projects related to meeting the joint goals/objectives of the partnership.

(3) Generate revenue to support the activities authorized by this agreement by conducting the following fundraising and solicitation activities:

[INSERT – a list of fundraising and solicitation activities the friends group intends to pursue or consider in support of the BLM site, facility, or program to accomplish or further the mutually agreed-upon goals/objectives under this agreement (e.g., apply for grants for project fundraising, solicit or acquire donations from the public and private sector, sale of services, special events, memberships, earned income through a sales outlet or online sales)].

- (4) Notify and invite the BLM site, facility, or program manager and BLM friends group liaison to appropriate friends group board of directors and committee meetings that require BLM information and support to carry out joint activities.
- (5) Ensure that friends group members and staff, while working on behalf of the friends group, do not act in any way that could lead the public to perceive that they are BLM employees. Friends group members may wear an easily observable and readily identifiable insignia of the friends group (e.g., shirt with logo, name badge) while working on behalf of the friends group on BLM-managed property or a BLM volunteer uniform while working on behalf of the BLM as a BLM volunteer.
- (6) Avoid express or implied BLM endorsement for a particular business, brand, product, service, enterprise, or political position.
- (7) Not use any BLM-appropriated funds (including property, utilities, services, or supplies) or time while working on the joint interests and goals/objectives of this partnership to conduct lobbying activities; attempt to influence Congress or any official of the government; favor or oppose any legislation, law, or appropriations; or raise funds through games of chance or gambling.

VI. TERM OF AGREEMENT AND GENERAL PROVISIONS

- A. **5-year performance period:** Both parties enter into this agreement for a period of 5 years beginning on the day after the agreement is signed by the parties, with options to modify 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 modification:** Modifications within the scope of this agreement shall be made by mutual consent of both parties, by the issuance of a written modification, and signed and dated by both parties, prior to any changes being performed.
- C. **Agreement renewal:** Each time the agreement is up for its 5-year renewal, the BLM site, facility, or program manager and the friends group president or executive director will meet to review, modify, and sign the agreement.

D. Agreement termination:

(1) **Termination for convenience:** Each party reserves the right to terminate this agreement, or any part thereof, at any time for any reason by giving advance written notice of termination to the other party. 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 nonbreaching 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 nonbreaching party by the specified date, this agreement will automatically terminate on that specified date.
- (3) **Disputes:** The parties agree that if there is a dispute between them, the BLM and the friends group will promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation or other forms of nonbinding alternative dispute resolution that are mutually acceptable to the parties.
- E. **Agreement suspension:** Suspension of the agreement may occur if, in the sole judgment of the BLM, there is a violation of law or policy or risk to resources or public health and safety.
- F. **Nonprofit status:** The friends group must maintain nonprofit, tax-exempt status under 26 U.S.C., Internal Revenue Code, Section 501(c)(3) and under applicable state and federal laws. This agreement will automatically terminate if the friends group does not maintain its nonprofit status.
- G. **Funding:** This agreement is neither a fiscal nor a funds obligation document and therefore shall not obligate either party to expend funds or involve the parties in any contract of other obligations for payment of money.

VII. LIABILITY AND INDEMNIFICATION

- A. The friends group must indemnify, save, and hold harmless the Department of the Interior, the BLM, 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 group, its employees, volunteers, agents, representatives, or 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. The friends group must promptly pay the BLM the full value of all damages to the lands or other property of the BLM caused by the friends group, its employees, volunteers, 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. The friends group will cooperate with the BLM in the investigation of any claim that may be filed with the BLM because of the activities of the friends group, its employees, volunteers, agents, representatives, or contractors (including any contractors' subcontractors).

VIII. INSURANCE

A. The friends group should periodically consult with a qualified professional to determine insurance needs that are consistent with best practices in the nonprofit industry. However, in situations in which the BLM site, facility, or program manager grants a friends group permission to conduct certain specialized activities on behalf of the BLM and the activity is hosted or cohosted by the friends group, the BLM site, facility, or program manager may require the friends group to acquire appropriate insurance that is acceptable to the BLM before hosting the activity.

B. The friends group currently holds the following insurance policies:

[INSERT – list and type of insurance policies held, briefly describing coverage (include copies of policies as an attachment)].

C. While performing work on behalf of the BLM under an approved volunteer service agreement (Optional Form (OF) 301a), only individual volunteers, not the friends group itself, are provided protection for tort claims under the Federal Tort Claims Act and injuries under the Federal Employees Compensation Act.

IX. MISCELLANEOUS

A. **BLM 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 BLM 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 BLM.

X. AGREEMENT OFFICERS/PRINCIPAL CONTACTS

For the BLM:

[INSERT – name and title of BLM site, facility, or program manager] [INSERT – name of BLM site, facility, or program] [INSERT – address] [INSERT – phone] [INSERT – e-mail]

For the friends group:

[INSERT – name and title of official representative] [INSERT – name of friends group] [INSERT – address] [INSERT – phone] [INSERT – e-mail]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

	Date:
[INSERT – name of BLM district or field office manager], District [or] Fi [INSERT – name of BLM district or field office], Bureau of Land Manage	5
	Date:
[INSERT – name of BLM site, facility, or program manager], Manager [INSERT – name of BLM site, facility, or program], Bureau of Land Man	agement
	Date:
[INSERT – name of friends group president/executive director], Presid [INSERT – name of friends group]	lent [or] Executive Director

ATTACHMENTS

Check if included at the time of execution of this friends group partnership agreement.	
Exhibit 1 – Friends Group Supplemental Partnership Agreement for Use of BLM Property	[]
Attachment A – IRS Determination Letter	[]
Attachment B – Friends Group Articles of Incorporation	[]
Attachment C – Friends Group Insurance Policies	[]

Friends Group Supplemental Partnership Agreement for Use of BLM Property

[TEMPLATE]

SUPPLEMENTAL AGREEMENT TO THE FRIENDS GROUP PARTNERSHIP AGREEMENT between the [INSERT – name of BLM SITE, FACILITY, or PROGRAM] BUREAU OF LAND MANGEMENT DEPARTMENT OF THE INTERIOR AND [INSERT – name of FRIENDS GROUP]

This friends group supplemental partnership agreement (supplemental agreement) is between the [INSERT – name of BLM site, facility, or program], Bureau of Land Management (BLM), an agency of the United States Department of the Interior, hereinafter referred to as the BLM, and [INSERT – name of friends group], hereinafter referred to as the friends group, and collectively referred to as the parties.

I. PURPOSE

[A supplemental partnership agreement for use of BLM property is necessary for a friends group that uses BLM lands, facilities, or equipment to help carry out and accomplish the purpose(s) of the partnership. This supplemental partnership agreement template includes suggested language for use of BLM land, facilities, and equipment that vary in scope, with an emphasis on sales outlet space to support educational and interpretive services for enhancing public knowledge and appreciation of the BLM's role in the management of public lands. If operating a sales outlet on BLM property, this supplemental partnership agreement template also provides indepth language on mutually agreed-upon terms of a sales operation by a friends group on BLM property.]

The purpose of this supplemental agreement to the friends group partnership agreement is to facilitate and formalize the collaboration and coordination between the BLM and friends group in the use of BLM-managed property to support achievement of mutually agreed-upon interests, goals/objectives, projects, and activities described within this agreement.

II. BACKGROUND

[This section provides context for the supplemental agreement. It states the intent of the parties as it relates to the use of BLM-managed property and is helpful to interpret the agreement.]

- A. Friends group scope of work: [INSERT a brief description of the complexity (scope of work) of friends group operations as they relate to friends group use of BLM-managed property].
- B. Description of BLM property: [INSERT a description of the property (land, facilities, equipment, and locations) the BLM will provide the friends group and how use of the property will further mutually agreed-upon interests and goals/objectives of the partnership. Specific details of BLM property and equipment will be provided in section III.B.].

III. RESPONSIBILITIES OF THE PARTIES

A. The BLM and the friends group jointly agree to:

- (1) Work together to ensure that friends group access of government land, facilities, and equipment and federally controlled information systems are compliant with Homeland Security Presidential Directive-12.
- (2) Work together to adequately secure facilities and use reasonable care to prevent damage and loss of property. The BLM is not responsible or liable for lost, damaged, or stolen friends group property while housed on BLM property.
- (3) Collaborate on the production and selection of sales items, including the quality and display location of sales items, to support the educational and interpretive services of the BLM site, facility, or program for enhancing public knowledge and appreciation of the BLM's role in the management of public lands. Items for sale should have educational and outreach value and illustrate the purpose of the BLM site, facility, or program, reinforce the mission and goals of the BLM, and be consistent with the general design and decor of the facility. The friends group may develop its own plans for merchandising; however, the BLM site, facility, or program manager (or designee) is ultimately responsible for approving the content and appropriateness of items sold on BLM property and may reject or request removal of proposed and existing items if they misrepresent the BLM or are inappropriate, inaccurate, or of poor educational value.

[OPTIONAL INSERTION – include a list of mutually agreed-upon sales items and description of sales terms]

- (4) Collaborate on sales outlet operational practices, including hours/days of operation.
- (5) Meet annually to review operations, approve any operating plans, and undertake planning, revisions, approval, and other actions required to carry out the purpose(s) of this supplemental agreement.
- B. As consistent with its mission and purpose, the BLM agrees to:
 - (1) Provide the following facilities and equipment for the friends group to use for the purpose of conducting work associated with the mutually agreed-upon interests and goals/objectives, as described in the friends group partnership agreement. The friends group is strictly prohibited from using BLM-appropriated funds (including property, 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 gambling; or conduct fundraising and other activities that are not in direct support of the BLM site, facility, or program in which the agreement is held.

[FROM THE LIST BELOW, INSERT OR DELETE, AS NECESSARY – descriptions and locations of BLM property and equipment for use by the friends group. Attach maps or diagrams if helpful. Describe intended use, extent of use, limitations to use, and purpose of use.]

- (a) Office and meeting room space.
- (b) Government equipment, such as computers, phones, fax machines, and furniture.
- (c) Storage space for outreach and interpretive materials, sales merchandise, and other supplies.
- (d) Sales outlet space for generating revenue on behalf of the BLM.

- (2) Provide the friends group 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 BLM site, facility, or program manager may request the friends group to provide for its own utilities if expenses are above and beyond what is required for government purposes.
- (3) Not use appropriated funds to purchase office equipment specifically for the operation or administration of the friends group. The friends group will furnish additional specialized equipment needed for the operation of their organization that the BLM does not already own or lease and have available to use. Friends group use of government equipment must not impair the BLM in achieving its goals and objectives. The friends group must obtain approval from the BLM site, facility, or program manager before purchasing and installing its own equipment.
- (4) In compliance with Homeland Security Presidential Directive-12, provide the friends group guidance and direction about security when accessing BLM property/facilities. The BLM site, facility, or program manager may issue keys, security combinations, or pass codes to friends group representatives with proper Departmental security clearances. Friends group representatives may not duplicate or loan keys to any person or third party or disclose the combinations or pass codes. 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 group in the review and allow comments on BLM plans that may redesign, renovate, or construct facility space currently occupied by the friends group.
- C. As consistent with its mission and purpose, the friends group agrees to:
 - (1) Obtain written approval from the BLM site, facility, or program manager before altering BLM property and understand that all improvements to BLM property that the friends group makes become the property of the United States without compensation.
 - (2) Provide its own office supplies (e.g., paper, pens, envelopes).
 - (3) Be solely and fully liable for loss of friends group inventory, property, and income in case of fire, natural disaster, or theft. The government does not insure friends group belongings on BLM property.
 - (4) Allow the BLM to review friends group publications, collateral pieces, and outreach and interpretive displays distributed or displayed on BLM property for editorial and design quality. Materials dedicated to lobbying, influencing Congress or any official of the government, or games of chance and gambling must not be displayed on BLM property and must not show any express or implied involvement with, or endorsement by, the BLM.
 - (5) Abide by all BLM regulations, which includes those pertaining to areas closed to the public and public use activities.
 - (6) Maintain friends group-occupied facilities in clean, orderly, professional, and safe conditions and in accordance with applicable BLM, state, and local fire and safety regulations.
 - (7) Coordinate with appropriate BLM staff when bringing on new friends group personnel who will be involved in direct contact with the public. The friends group will supervise its own members and employees and work with the BLM liaison to orient new personnel on the

BLM'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. The BLM site, facility, or program manager may reject or request removal of items if the manager determines items are inappropriate, inaccurate, or of poor educational value.
- (9) Not sell items prohibited under federal or state laws, such as original artifacts, endangered species products, and Indian crafts.
- (10) Schedule and provide its own paid staff and/or friends group volunteers to carry out sales outlet operations.

IV. TERM OF AGREEMENT AND GENERAL PROVISIONS

As stated in the friends group partnership agreement and including the following:

- A. **5-Year performance period:** If included at the same time of execution as the friends group partnership agreement, both parties enter into this supplemental agreement for a period of 5 years beginning on the day after the parties sign the agreement, with options to modify 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 execution of the friends group partnership agreement, both parties enter into this supplemental agreement for the existing performance period of the friends group partnership agreement.
- B. **Agreement renewal:** Each time the friends group partnership agreement is up for its 5-year renewal, the BLM site, facility, or program manager and the friends group president or executive director will meet to also review, modify, and sign this supplemental agreement.
- C. **Agreement termination/disposition of assets:** Upon termination or expiration of this supplemental agreement or cessation of the operations of the friends group for any reason, funds held for the benefit of the BLM, including interest, earnings, and in-kind contributions, must be transferred to the BLM or to a third party the BLM deems acceptable (under such terms and conditions as the BLM deems acceptable) for use consistent with the purposes for which the donations were made. Nothing in this supplemental agreement prevents the friends group from satisfying allowable outstanding obligations reasonably incurred in association with the agreement prior to its termination or expiration. Personal property belonging to the friends group, including sales outlet inventory, remains property of the friends group.
- D. Access and closures: The BLM site, facility, or program manager retains the right to have discretionary and emergency access to BLM facilities and equipment in use by the friends group. BLM properties, even those occupied by the friends group, are subject to management closures, federal holidays, emergency closures, furloughs, and other governmental actions that might impact regular daily operations and access. The BLM is not responsible for costs or damages to friends group property in the event of such actions.
- E. **Homeland Security Presidential Directive-12:** Friends group use of BLM facilities and equipment and access to federally controlled information systems must comply with Homeland Security Presidential Directive-12, which mandates common identification standards for federal employees, volunteers, friends groups, and contractors before accessing government facilities

and data systems. Friends group representatives may need to obtain federal security clearances prior to conducting work on mutually agreed-upon programs and projects with BLM-managed property and equipment.

- F. **Withdrawal of use:** The BLM site, facility, or program manager may withdraw the use of land or withdraw, modify, or relocate the use of facilities or equipment from the friends group at any time for management or emergency reasons. When possible, the BLM site, facility, or program manager should give the friends group a 60-day written notice and meet with the friends group president or executive director prior to the withdrawal, modification, or relocation to discuss the decision. Nothing in this supplemental agreement grants the friends group interest in land or right of occupancy of premises.
- G. **Nonprofit status:** The friends group must maintain nonprofit, tax-exempt status under 26 U.S.C., Internal Revenue Code, Section 501(c)(3) and under applicable state and federal laws. This supplemental agreement and the friends group partnership agreement will automatically terminate if the friends group does not maintain its nonprofit status.

V. LIABILITY AND INDEMNIFICATION

As stated in the signed friends group partnership agreement.

VI. INSURANCE

- A. The government does not insure friends group property/equipment and sales outlet inventory on BLM property. The BLM strongly recommends and may require the friends group to acquire appropriate insurance to protect against loss of inventory and other property in case of fire, natural disaster, or theft.
- B. The friends group currently holds the following insurance policies related to the use of BLM property:

[INSERT – list and type of insurance policies held specific to this supplemental agreement, briefly describing coverage (include copies of policies as an attachment)].

VII. AGREEMENT OFFICERS/PRICIPAL CONTACTS

For the BLM:

[INSERT – name and title of BLM site, facility, or program manager]
[INSERT – name of BLM site, facility, or program]
[INSERT – address]
[INSERT – phone]
[INSERT – e-mail]

For the friends group:

[INSERT – name and title of official representative] [INSERT – name of friends group] [INSERT – address] [INSERT – phone] [INSERT – e-mail] IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

	Date:
[INSERT – name of BLM district or field office manager], District [or]	Field Office Manager
[INSERT – name of BLM district or field office], Bureau of Land Mana	gement
	Date:
[INSERT – name of BLM site, facility, or program manager], Manager [INSERT – name of BLM site, facility, or program], Bureau of Land Ma	
	Date:
[INSERT – name of friends group president/executive director], Pres [INSERT – name of friends group]	ident [or] Executive Director
ATTACHMENTS	

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

Attachment C2 – Friends Group Insurance Policies (related to use of BLM property) [__]



