



# ENGAGING COMMUNITIES IN BLM PUBLIC LANDS STEWARDSHIP

A Toolkit for Building and Sustaining  
Effective Partnerships with Friends Groups



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# Introduction

The Bureau of Land Management (BLM) has long depended on working with others, through partnerships, to enhance public lands, to carry out the agency's multiple-use/sustained yield mission, and to meet shared conservation stewardship goals. Meaningful engagement with diverse partners helps ensure that management decisions and efforts reflect the interests of affected communities while also helping to foster a commitment to shared stewardship. Working with partners also helps improve rangeland health, guard 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/or programs they seek to assist, and also encourage local involvement. Formed and managed primarily by local citizen volunteers, these community-based organizations help by:

- providing volunteer services;
- assisting with stewardship and other resource conservation activities on public lands;
- developing and delivering recreational, educational, youth, interpretive, and other visitor programs;
- coordinating special events;
- conducting fundraising and generating other revenue that benefit public lands;
- building important community relations; and
- advocating, promoting, and increasing community involvement in and endorsement for the BLM sites, facilities, and/or programs they support.

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

## Purpose of the Toolkit:

The challenges of multiple-use conservation and public lands management increasingly require a partnership approach. This toolkit seeks to address and clarify emerging partnership issues and needs, encourage partnerships with Friends groups, and provide guidance and tools to help spur and sustain success in these important local relationships.

### Friends Group:

Any private, independent, nonprofit organization established and managed primarily by local citizen volunteers to assist or benefit a specific Bureau of Land Management site or series of sites, facility, or program. Friends groups vary in size, structure, and purpose.



## Toolkit Components

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- **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 developing and sustaining successful partnerships with Friends groups.
- **Guiding Principles:** Presents partnership principles for cultivating effective relationships between the BLM and Friends groups.
- **Agreement Template:** Provides a template agreement recommended for use when formalizing a partnership between the BLM and a Friends group.
- **Guide to Agreements:** Provides a short guide and decision tree for commonly used partnership instruments within the BLM.
- **Partnership Case Studies:** (Under Development) Provides profiles of BLM/Friends group partnerships and highlights best practices and key lessons learned from the field.



# Success Factors: Building and Sustaining Effective Partnerships with Friends Groups

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# Making Friends

Want to encourage the development of a non-profit Friends group to support a BLM site, facility, or program? Here are five key success factors to consider.

## ➤ Learn what Friends can do

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 also help build important community relations with the BLM. The process begins when a core group of enthusiastic and energetic local citizens work with a BLM manager and staff to explore the possibilities of a Friends group and 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, 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.

## ➤ Encourage Friends to include Professionals when forming a non-profit

Prior to forming a non-profit 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 tax-exempt status. The process of creating a new nonprofit is neither fast nor easy, but it can be worthwhile in the long run if done well. The citizens direct this process of forming a nonprofit. It is incumbent on BLM managers to learn as much as possible about the structure and principles of nonprofit management in order to encourage use of best practices and to help nurture the relationship.

## ➤ 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 running 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 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 day-to-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 site, facility, program, or partnership activities. BLM managers and staff may also foster a climate conducive to giving a culture of philanthropy by expressing gratitude to volunteers and donors who give of their time, talent, and treasure to benefit a BLM site, facility, or program.



# Making Friends

Want to encourage the development of a non-profit Friends group to support a BLM site, facility, or program? Here are five key success factors to consider.

### ➤ Build step by step 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 unique social, political, and economic realities of the community. Successful partnerships build incrementally over time, approaching less complex projects first, then, tackling more complex initiatives later. Embrace the value of due process and earned--over 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. But true success depends on maintaining and strengthening the human relationships among the BLM, Friends group board members, and the community of donors and volunteers.

### ➤ Ensure effective communications

Frequent, regular, and open communication is a key factor of any successful partnership, especially in the early stages of developing a 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's manager and/or BLM liaison to the Friends group (if different than the manager). The BLM manager and/or liaison should attend Friends board meetings and other events in their official capacity, while Friends board members should attend BLM planning meetings and events, as appropriate. This way, the BLM and Friends group stays informed of each others activities and can determine when assistance may be needed from the Friends groups or BLM.

In places where travel distances can create barriers to communication, tools such as e-mail and conference calls can effectively bridge the gap. No BLM-Friends partnership can reach its full potential without good communication practices as a core element of the relations.





# Keeping Friends

Want to strengthen an existing partnership with a Friends group to bring greater value to a BLM site, facility, or program? Here are five key success factors to consider.

## ➤ Adopt and continually update a shared vision

On a yearly basis, it is vital that the Friends group and the BLM 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 re-defined 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 for the local 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 and goals can be bold, but they should be realistic in scope and scale, simply stated, and able to inspire people to action, as appropriate.

## ➤ 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 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 continually educate each other 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 helping to provide opportunities for this engagement. 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 board members can strengthen relationships and help to make the partnership thrive.

A well-managed partnership employs early joint planning on projects and frequent coordination as projects are implemented. Sometimes the Friends group may want to push projects along swiftly, but the BLM needs to be slower to act because of federal requirements that may not be fully appreciated. Trouble-shooting project delays requires regular communication and coordination between both partner organizations.





# Keeping Friends

Want to strengthen an existing partnership with a Friends group to bring greater value to a BLM site, facility, or program? Here are five key success factors to consider.

## ➤ Continually seek out and adopt best practices ➤ Put mechanisms in place that reinforce the partnership

Successful partnerships are always open to new ideas and better ways to accomplish goals, yet they should not waste time re-inventing systems that have already been successfully developed. BLM managers and Friends group leaders should continually seek out, work to understand, and make use of existing best practices in the world of nonprofit management. A high performing, well-managed Friends organization has a clear vision and purpose, sound financial tracking system, holds efficient meetings, maintains strong public support, communicates and coordinates effectively with the local BLM site, provides effective board member recruitment, orientation, and training, a clear division of labor that produces results without burning out volunteers, and stays aware of changing needs and opportunities.

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

There are few things more reinforcing to a partnership than to share a "mission moment" at a staff meeting or a board meeting. The mission moment may involve any example of how the Friends group or BLM is making a positive impact and is usually a recent story about a real person or situation. The moment might involve a staff member describing a particularly effective educational program and what it meant to a child, a board member may describe heartfelt gratitude received from the public at a recent fundraising event, or someone might share a story about a volunteer who went the extra mile to make a difference. The most effective mission moments are short, inspirational, and memorable, so they can be repeated by others to re-align both staff and board to a common mission, and to create a credible and positive buzz in the community.

Conversely, there are few things more damaging to a partnership than gossip and discord. The purpose of a Friends group should be to maintain a positive direction; it should not base itself on a negative stance or be contrary to the BLM's management objectives and mission.

Sustaining successful partnerships involves lots of communication, practiced effectively and consistently over time. Ground rules should be established by both partners to govern how the organizations and individuals will interact and treat each other. Effective partnerships work constantly on developing trust and a shared commitment to each other's interests and success. Adopting the Guiding Principles for a BLM/Friends Relationship can help nurture a positive, trusting, and respectful relationship needed for successful collaboration.



# Keeping Friends

Want to strengthen an existing partnership with a Friends group to bring greater value to a BLM site, facility, or program? Here are five key success factors to consider.

## ➤ Celebrate success

Just as we strive for a work-life balance on an individual basis, effective partnerships are willing to break away from the work periodically to recognize key milestones and the good work being done. Feeling good about accomplishments and having fun can help reinforce the goals of the partnership, give everyone a sense of personal pride, help maintain interest and enthusiasm, and demonstrate possibilities for the partnership to grow. In addition to recognizing goals achieved or milestones reached, it is even more important to recognize key individuals. This helps to motivate and affirm dedicated volunteers and staff, make them feel valued, may spur others on to accomplish new challenges, and building further capacity and momentum in the organization and partnership. Recognition may include a public presentation of a certificate of appreciation, a nomination for a prestigious local or national award, or a volunteer appreciation event. Regular, on-the-spot appreciation is vital as well offering a word of thanks to a volunteer who helped maintain a trail, to the board president who ran a great meeting, or to the board committee that raised funds allowing the BLM and Friends group to do things that were previously not possible.

We all know key people who seem always to be affirming, who exude an attitude of gratitude. But imagine how effective it would be if everyone throughout the partnership was trained to practice being thankful, and to treat others—staff, Friends board members, the visiting public—with respect. Such regular practice of sincere gratitude and respect can help build a culture of philanthropy in a partnership. These regular practices also help to create a fun and rewarding place to volunteer for the Friends group, a meaningful place to work for the BLM staff, and an attractive place for the public to donate their time, talent, and treasure.



# Frequently Asked Questions: Working with Friends Groups

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## **1. What is a Friends group?**

A Friends group is a private, independent, 501 (c)(3) non-profit 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 are made up of diverse community members, including teachers, students, carpenters, bankers, doctors, professors, retirees, etc. What these individuals have in common is that they care deeply about a BLM site, facility, or program and wish to help support it. Friends group members typically see their work as part of their personal identities, reflecting their values and role in society.

Friends groups vary in size, structure, and purpose. Many of the groups are well established and provide far-reaching assistance to the BLM; others have just gotten started. Partnerships between the BLM and Friends groups are a great way to further meaningful engagement between the BLM and local communities.

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, and other visitor programs;
- coordination of special events;
- fundraising and generation of other revenue to benefit public lands;
- enhancement of important community relations; and
- advocacy, promotion, and support for the BLM sites, facilities, and/or programs they assist.

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

## **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

## **3. What is NOT a Friends group?**

Knowing what a Friends group is “not” is as important as knowing what it is. A Friends group is not a BLM manager or an extension of the BLM, and therefore



cannot speak on behalf of, and is not a "mouthpiece" for, the BLM, managers or staff. They are also not "anti" groups, i.e., those that work to undermine or undercut the BLM mission or resource management plan objectives; on the contrary, Friends groups collaborate with the BLM in a support role. Friends groups are not "cash cows." While many help fund-raise and generate significant revenue for programs and projects that support the BLM, they should not be expected to raise untold amounts of money.

### 4. How do Friends groups get started?

Each Friends group has its own story. Common to all, however, is their start from a core group of enthusiastic and energetic 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 the 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 new and sustaining Friends groups?

BLM employees may provide assistance and certain resources to

help in establishing and sustaining Friends groups. For example, they may:

- provide office space and help with organizing and hosting Friends group meetings, including consulting with interested citizens about the BLM's interest in having and working with a Friends group;
- share information about vacant board positions;
- provide information, technical assistance, and training to board members to increase the effectiveness of the Friends group, or the BLM-Friends 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 (e.g., general board meetings or special retreats, BLM annual work plan meetings, BLM staff meetings);
- share and present BLM Resource Management Plans and annual and/or other work and management plans to highlight some areas of potential focus for the partnership;
- provide opportunities for recognition of Friends groups; and



- participate in Friends group activities, programs, services, projects, committees, and meetings that help meet the joint goals of the partnership, whether on or off-site, except when they include prohibited activities, such as lobbying, games of chance, or gambling.

## **6. What are BLM employees prohibited from doing when helping to 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:

- actually forming a Friends group;
- formally recruiting or selecting citizen 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.
- developing, completing, or filing organizational documents (e.g., articles of incorporation, applications for IRS 501(c)3 nonprofit status) for the Friends group;
- serving on a Friends group's board of directors in any capacity, including ex officio or non-voting, or representing the Friends group in any forum;
- participating in formal decision-making, voting procedures, or the operation or administration of the Friends group's board of directors;
- serving the Friends group in any fiduciary capacity;
- directing, or giving the impression that the BLM is directing, the Friends group's board of directors or any of its members or employees;
- participating in any Friends group activities when there may be a conflict of interest or a perceived conflict of interest;
- negotiating or executing contracts for the Friends group;
- representing the Friends group in any matter before a Federal court or agency, in business transactions or operations, or soliciting for and collecting paid memberships;





- 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. 1931](#), 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 regarding incorporation, charitable status, etc. 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 and/or 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 Friendsgroup 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 still 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 or games of chance or involved with the operation or administration of the organization. Participating on Friends group committees is a great way for BLM employees to assist in accomplishing mutual goals of the partnership, foster meaningful interaction, and build the relationship between the BLM and the 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 and grants are the most common financial assistance instruments used to transfer funding to Friends groups. The BLM may not use Federal funds to support a Friends group's activities or projects related to lobbying or games of chance.

## 11. May the BLM co-sponsor or participate in Friends group off-site events?

Yes. The BLM may co-sponsor 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 agreement;
- the event does not include lobbying;
- the BLM and the Friends group ensure that there is

- 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 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; and
- the BLM has ensured that the Friends hold appropriate liability insurance, as determined by a qualified professional, and the BLM is held harmless for any liability associated with the off-site event.

## 12. May the BLM allow a Friends group to display or distribute Friends group-created 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. It is up to the BLM site, facility or program manager, or



designee, to determine appropriateness carefully review materials to ensure that:

- it does not contain information promoting lobbying, any political position, or games of chance;
- it does 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 the use of the BLM logo, National Conservation Lands wordmark, and/or other visual elements that make up the standard "look and feel" for the BLM's public interface (see BLM Instruction Memorandum 2016-153); and

The material must identify the Friends group and provide instructions for requesting additional information.

### **13. When may partnership outreach products display the BLM Logo, the National Conservation Lands wordmark, and/or other visual identity elements that make up the standard "look and feel" for the bureau's public interface?**

Use of the BLM visual identity elements in concert with a friend's group

organization identifier helps underscore the value of partnerships and build community support for public land management. Appropriate use of specific aspects of the bureau's visual identity in partnership outreach products can generally be categorized into the three scenarios below:

#### **Scenario 1:**

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

A. This is appropriate on a product developed by a Friend's group or a product 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 these bureau identity components, a written agreement must be in place outlining the mutual goals of the BLM and Friends group, and the product being developed 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:**

Q. When is it appropriate to use the National Conservation Lands wordmark or BLM logo in conjunction with the other visual identity components that make up the standard "look and feel" of BLM publications, websites, and other agency interface products?

- A. When all bureau identity components are used together, the product represents the bureau and as such must go through the standard BLM Public Affairs publication approval process using BLM Form 1550-8. The partner organization may be identified and its logo/identifier incorporated on the publication within this standard BLM format. Appropriate uses would include a jointly developed interpretive guide, area brochure, or other site publication. The standard BLM visual identity on the web and on site signage is limited to official BLM use. Visual design elements making up the "look and feel" must always be used in conjunction with the BLM logo or National Conservation Lands wordmark and not as stand-alone graphics.

### **Scenario 3:**

Q. When is it *not* appropriate to use the BLM logo/National Conservation Lands wordmark or other components of BLM's visual identity in conjunction with Friends group efforts?

- A. Many Friends groups have goals that extend beyond the mutual ones identified in their partnership agreements with the BLM. It is not appropriate for the bureau to grant permission for use of the BLM logo or other visual identity components that would imply bureau endorsement of these aspects of the partner organization mission. An example of this would be a Friends group's advocacy activities that are intended to influence legislation or members of Congress or government officials. A second example would be a Friends group's taking a position on, or encouraging 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, but links from 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 Services Agreement (Form OF-301A).

## 17. What responsibilities do Friends groups have for reporting and record keeping related to their organizations and their programs and activities?

As non-profit organizations, it is the responsibility of the Friends group 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 Title 26 of the IRS code. "Generally Accepted Accounting Practices" are a set of guidelines, procedures, and conventions published by the Financial Accounting Standards Board, defines accepted accounting practices. Friends groups should follow these practices and keep accurate and appropriate records, such as receipts, invoices, purchase orders, and inventory records.

- Audits: Each State determines its own audit requirements for non-profit organizations. In addition, the U.S. Office of Management and Budget (OMB) has audit requirements for non-profits that receive Federal funding (OMB Circular A-133). In both instances, there are established thresholds of annual income that determine when and what type of audit is required. Given the modest levels of income most Friends organizations receive annually, many do not meet the thresholds for State or Federal audit requirements.

## 18. How does a Friends group generate revenue and income to support its 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, such as photography workshops;
- grants for project fundraising; and
- Federal financial assistance agreements with the BLM or other partner agencies.

## 19. May a Friends group 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 in the BLM's name is appropriate only when consistent with the BLM's mission and goals. 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 and the BLM. These intentions and expectations must be documented in a Friends Group Partnership Agreement, or when required, a fundraising agreement (see Departmental Manual

Part 374, Employee Responsibilities and Conduct; Chapter 6: Donation Guidelines -- 374 DM 6).

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

The following 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 document'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-BLM-managed property and without the express or implied involvement or endorsement of the BLM.
- Soliciting for donations of funds, specifically, to make up for any shortfalls in government agency budgets.
- Any games of chance 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 a Friends group?

Yes. The BLM has the legal authority to accept and expend funds and/or donations received from Friends groups, regardless of whether the funds were collected on or off BLM-managed 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.
- Departmental and BLM policies and requirements are met for receiving and managing donated funds, services, real property and other non-monetary donations, as described in the following policies:
  - Departmental Donations Guidelines (374 DM 6)
  - [DRAFT - BLM Donations, Solicitation and Fundraising Policy (MS-1105)]

## 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 Template Friends Group Partnership Agreement). Note that this type of agreement is non-monetary 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 which can obligate and transfer funding to a partner organization, i.e., a grant or cooperative agreement must be used. Such agreements can support/complement the partnership outlined in the Friends Group Partnership Agreement.

## 23. What is the purpose of establishing a *Friends Group Partnership Agreement* between the BLM and a Friends group?

The purpose of establishing a Friends Group Partnership Agreement is to formalize the relationship between the BLM and the 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 the Friends group;



- describes how BLM employees and the Friends group members will work together to support mutually agreed-upon goals and activities; and
- 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 Partnership Agreement:

- Download an electronic copy of the agreement at [BLM Friends Group Partnership Agreement Template](#).
- Using the Friends Group Partnership Agreement Template, work with your Friends group to modify language to meet the specific needs of the partnership and add a supplemental agreement (if needed).
- After both parties agree on the content, the BLM will

prepare and provide 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 five years with four annual modification options during the 5-year period of performance. Each time the agreement is up for its 5-year renewal, the site, facility, or program manager and the Friends group president or executive director will meet to review, modify, and sign the agreement as described above





## **25. May the BLM or the Friends group make modifications to its 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 site, facility or program manager and Friends group board of directors should meet on an annual basis, or more frequently as needed, to review the agreement and identify any needed 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 a Friends group and the BLM resolve problems or disagreements?**

The site, facility, or program manager and Friends group president, or other board member(s), should first use face-to-face meetings to resolve conflicts. If necessary, the BLM manager may ask the state BLM Collaborative Action and Dispute Resolution (CADR) coordinator to provide guidance on internal conflict resolution and mediation resources. Other options available for facilitation or mediation include assistance from other 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 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 helping to sustain effective partnerships. They clarify and specify objectives, 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 project or activities planned, who will benefit, and whether and how the parties transfer funds or other resources.



Refer to the Guide to Commonly Used BLM Partnership Agreements within this toolkit for additional information. This short guide provides decision trees and brief descriptions of the most commonly used partnership agreements within the BLM.

### **29. Are members of Friends groups also considered to be BLM volunteers?**

When engaged in BLM-support activities, Friends group members often serve as both BLM volunteers and Friends group members.

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 some activities that are not permitted to be performed by BLM volunteers. For example, work associated with lobbying, soliciting donations, games of chance, 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 sign government Volunteer Service Agreements (Form OF-301a)?**

Friends group members who volunteer with the BLM should sign up on the interagency Volunteer Service Agreement form (Form OF-301a) that the BLM and other Federal natural resource agencies use. While the agreement is not meant to sign up the entire Friends group itself, 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 wish to volunteer together), the members' leader for that specific event should fill out Form OF-301a, and then the individual Friends group member volunteers should sign up on Form OF-301b, which is the group sign-up sheet.

There are several elements to a Volunteer Service Agreement that require careful attention (also see BLM Manual Section 1114 – Volunteers):

- Each individual Friends group member planning to serve as an official BLM volunteer should be signed up under 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.
- Volunteer Service Agreements are effective for up to one year, and 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 fair protection for tort claims and injuries for individual volunteer(s), especially as the complexity of the volunteer assignment increases.

**31. Should BLM managers include time contributed by Friends group members in their annual volunteer hour totals reported?**

Yes. Managers should include the service contributions of Friends group members and Friends employees (if the Friends group employee is not paid by the BLM) in their annual volunteer totals when their services assist the BLM in accomplishing its mission. Friends group employees who are paid by a non-BLM source, but 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 be beneficial to the BLM; and
- general board meetings when the agenda is focused on the direct support of the BLM or joint goals and not the operation or administration of the Friends group.

BLM Managers must not include as official BLM volunteer hours the time Friends group members spend on any 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, raffles for a fee, door prizes for a fee, lotteries, BINGO, etc.

The BLM should also not include activities for operation and 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 group's State and Federal non-profit requirements, such as writing bylaws and applying for 501(c)3 status;
- 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 web site or social media sites; and
- 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 volunteer hours when the topic of the meeting is focused on joint Friends-BLM goals and if the board member is working under a signed Volunteer Services Agreement. Hours cannot be considered BLM volunteer hours when the member is performing work directly for the operation or administration of the organization, or on lobbying, solicitation of donations 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 (OF-301a)?**

No. The Volunteer Service Agreement (OF-301a) used as a "group" agreement does not provide a Friends group (as an entity itself) protection against tort claims under the Federal Tort Claims provisions (28 U.S.C. 2671) 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 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. Should Friends groups purchase their own liability insurance?**

Friends groups should be aware of insurance needs for the organization when performing activities in support of the BLM as well as understand that negligence could occur even with the best attempts to avoid it.

Non-profit organizations of all sizes are exposed to a large spectrum of risks, including risks of lost assets/property, risks of injured employees or members of the public, risks of interruption of programs, and risks of litigation of all kinds. Given a non-profit organization's unique exposures, board members and officers of Friends groups should be aware of the risk exposures of the organization, should identify ways to avoid or reduce any losses arising from those risks, and should consider and





establish appropriate policies and procedures to address these risks.

Considering various insurance needs should be an aspect of an organization's risk management strategy. Insurance coverage needs may include general liability, special events, directors and officers (D&O), inventory, etc. These types of insurance are typically procured with the guidance and expertise of independent insurance professionals, e.g., agents and brokers.

Managing risk is an important aspect of operating any organization and should be an ongoing effort. Having an appropriate type and level of insurance can provide one avenue for helping to mitigate risk and potential loss.

In addition to consulting with an insurance professional – preferably one with non-profit experience – a few available resources include:

- The Non-Profit Risk Management Center:  
<https://www.nonprofitrisk.org/>
- NOLO Articles on non-profit management and liability:  
<http://www.nolo.com/legal-encyclopedia/nonprofit-management>
- Public Lands Alliance:  
<http://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 upon 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 non-profit organizations. Most Friends groups work in a variety of ways as independent, public advocates, for example, 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 a 501(c)(3)



charitable non-profit 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 non-profit 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.

IRS guidelines regard a charitable non-profit 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 legislation, or if the organization advocates the adoption or rejection of legislation.

Charitable non-profit 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 non-lobbying advocacy for 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. 1931](#), 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 any Friends group advocacy or lobbying activities that are carried out by the organization and collaborative work the BLM and the Friends group perform under their partnership.



# Guiding Principles: Nurturing Effective BLM/Friends Groups Relationships

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Guiding Principles for BLM/Friends Group Relationships	
BLM Role	Friends Group Role
<ul style="list-style-type: none"><li>➤ Use consistent, regular, honest communication.</li><li>➤ Have a true sense of partnership with a no surprises philosophy and a full and regular sharing of information.</li><li>➤ Work to conserve the natural and cultural resources and fulfill the BLM mission as mandated by congress.</li><li>➤ Trust and respect the Friends group.</li><li>➤ Agree always to discuss differences of opinion professionally and respectfully.</li><li>➤ Understand what it takes to have a Friends group.</li><li>➤ View the Friends group as a long-term, personal friendship.</li><li>➤ Help the Friends group to be and feel productive.</li><li>➤ Work to promote support for Friends groups throughout the BLM.</li><li>➤ Teach Friends groups about the government systems to make their job easier.</li><li>➤ Provide consistent follow-through and active support of Friends groups.</li></ul>	<ul style="list-style-type: none"><li>➤ Use consistent, regular, honest communication.</li><li>➤ Act as independent advocates, work to protect the natural and cultural resources, assist in accomplishing BLM unit, facility or program projects.</li><li>➤ Respect and trust BLM employees and have reasonable expectations.</li><li>➤ Agree to always discuss differences of opinion professionally and respectfully.</li><li>➤ Become educated about and know the BLM mission.</li><li>➤ Fully commit to keeping up the partnership and not undercut the BLM and unit, facility, or program management.</li><li>➤ Buy into a shared vision that both sides work to create.</li><li>➤ Help the BLM personnel to be and feel productive.</li><li>➤ Understand and respect the operational pressures and boundaries that affect the BLM.</li><li>➤ Provide a positive community influence. Be the doorway to the public.</li></ul>

\*Content Adopted from the U.S. Fish and Wildlife Service



# Agreement Template: Formalizing the BLM/ Friends Group Partnership

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# Friends Group Partnership Agreement Template

## Purpose

The **Friends Group Partnership Agreement** is the recommended instrument to use when establishing the overarching partnership and relationship between the Bureau of Land Management (BLM) and a Friends group. 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, that can obligate and transfer funding to partner organizations can support the interests outlined in the Friends Group Partnership Agreement if, and when, the BLM provides any federal financial assistance to the 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 activities and ensures that both parties have a shared understanding of their respective roles, responsibilities, expectations, and requirements within the partnership.

The **Friends Group Supplemental Partnership Agreement for Use of BLM Property** provides additional terms and responsibilities beyond the general terms of the Friend Group Partnership Agreement, and is required only for those Friends groups that use BLM land, facilities, or equipment. It should either be 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.

Following is the **Friends Group Partnership Agreement Template**, in which suggested language common to most partnerships between the BLM and a Friends group is provided. The content is based on Departmental and BLM policies, but the Friends groups and BLM sites/facilities/programs may thoughtfully add and delete certain template language to meet their varying partnership roles and responsibilities wherever Department and BLM policies do not dictate otherwise.

## Preparing the Agreement

When developing an agreement, use the Friends Group Partnership Agreement Template, and work with your Friends group to modify language to meet the specific needs of the partnership and add the supplemental agreement if necessary. Once both parties agree on the content, the BLM will prepare and provide a draft copy of the agreement(s) to the Friends group. After their review and signing, the Friends group provides the signed copy to the BLM site, facility, or program manager for their review and signature. The BLM manager then provides a copy of the signed agreement to the appropriate BLM district manager/BLM official for their review and signature. Upon signing by both parties, the agreement becomes official and active. The BLM site, facility, or program keeps the original and distributes signed copies of the agreement to the appropriate BLM district office and the Friends group.

# Friends Group Partnership Agreement Template

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## Friends Group Partnership Agreement [TEMPLATE]

FRIENDS 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, 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.

### **I. PURPOSE**

The purpose of this Agreement is to establish a framework to formalize a partnership between the BLM and the Friends to collaborate and coordinate support for achieving mutually agreed upon interests, goals, projects and activities.

### **II. STATEMENT OF MUTUAL INTERESTS**

The BLM and the Friends share common interests and goals, that include [INSERT – a brief description of what the BLM and the Friends will work to accomplish together, e.g., providing and enhancing educational, interpretive, recreation, volunteer, youth-engagement, other visitor programs, community stewardship services of cultural and natural resources on public lands managed by the BLM, etc.]. It is in the Parties' common interest to maintain good communications and work together on pursuing and achieving these interests and goals.

### **III. AUTHORITY**

The BLM enters into this Agreement and any subsequent Friends Group Supplementary Partnership Agreement for Use of BLM Property under the authorities and provisions of the:

# Friends Group Partnership Agreement Template

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A. Federal Land Policy and Management Act of 1976 (FLPMA), 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 brief background 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 more than 245 million surface acres in the United States, and 700 million acres of mineral estate. The BLM mission is to sustain the health, diversity, and productivity of these lands for the use and enjoyment of present and future generations. The BLM's multiple-use/sustained yield mission, set forth in Federal Land Policy 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, Similar Designations, Wilderness and Wilderness Study Areas, National Scenic and Historic Trails, and Wild and Scenic Rivers. The mission of the National Conservation Lands is to conserve, protect, and restore these nationally significant landscapes, recognized for their outstanding cultural, ecological, and scientific values.

[INSERT -- a brief description of the BLM SITE, FACILITY, or PROGRAM involved and its mission.]

### The [INSERT -- Name of Friends Group]:

[INSERT -- a brief description of the Friends organization, including its mission,

# Friends Group Partnership Agreement Template

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nonprofit status, location of operations, etc.].

## V. RESPONSIBILITIES OF THE PARTIES

[This section identifies what each party agrees to do jointly and individually regarding implementation and execution of this Agreement.]

- A. Joint Responsibilities of the BLM and the Friends. Both Parties jointly agree to:
- (1) Work actively and collaboratively to pursue and achieve shared interests and goals as described within, and during the term of, this Agreement.
  - (2) Jointly identify opportunities and projects of common interest of 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 the project.
  - (3) Participate in regular meetings to foster close coordination on Agreement implementation.
  - (4) Communicate on a regular basis to discuss applicable site-related issues and projects and make timely decisions on matters necessary for proper implementation and administration of this Agreement.
  - (5) Work in good faith to execute additional agreements, as necessary, to meet the mutual objectives of the parties.
  - (6) Work jointly to encourage community engagement in shared conservation stewardship and enjoyment of the resources on BLM lands.
  - (7) Meet annually to assess the effectiveness of the partnership as it relates to the purpose, mutual interests and goals, 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 decision-making process of, the other. The

# Friends Group Partnership Agreement Template

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BLM and the Friends 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 fundraising activities that involve games of chance (e.g., raffles for a fee, BINGO, door prizes for a fee) or that are associated with lobbying activities are not conducted on the BLM's behalf or on BLM-managed property, and do not express or imply involvement or endorsement of the BLM.

(11) Work together to ensure that group or individual Volunteer Services Agreements are completed, as appropriate, for Friends members acting as BLM volunteers, are signed by both parties, accurately describe the work and duties, and the specific location(s) of where the volunteers are performing at or 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, to work closely with the Friends to provide regular and timely communication and coordination with the Friends on all activities, programs, services and projects related to meeting the joint goals of the partnership.

(2) Regularly attend Friends meetings and events and invite Friends board members to appropriate BLM planning meetings and events.

(3) Provide an annual orientation to the Friends Board of Directors on the Department, BLM, divisions and site, facility or program goals, objectives, scope of operations, and the programs that play a role at the BLM site and/or facility.

(4) Avoid involvement in the Friends operation and administration including, but not limited to, serving on a Friends Board of Directors; administering a Board of Directors and its employees; completing State and Federal nonprofit requirements, such as writing bylaws and applying for 501(c)3 status; attending board meetings that are focused on the operation and



# Friends Group Partnership Agreement Template

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administration of the board and organization; and developing organizational documents.

C. As consistent with its mission and purpose, the Friends agree to:

(1) Maintain nonprofit status with the Internal Revenue Service (IRS) and ensure that its Articles of Incorporation and bylaws comply with the requirements of the State in which it is incorporated and are consistent with the terms of this Agreement.

(2) Designate a Friends Liaison, typically the President 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 of the partnership.

(3) Notify and invite the BLM site, facility or program manager and BLM Friends Liaison to appropriate Friends group board of directors and committee meetings that require BLM information and support to carry out joint activities.

(4) Ensure that Friends members and their staff, while working on behalf of the Friends group, do not act in any way that leads to the public perception that they are BLM employees. Friends members may wear an easily observable and readily identifiable insignia of the Friends group, (e.g., logo shirt, name badge) while working on behalf of the Friends on BLM-managed property, or a BLM volunteer uniform while working on behalf of the BLM as a BLM volunteer.

(5) Avoid express or implied BLM endorsement for a particular business, brand, product, service, enterprise, or political position.

(6) Not use any BLM-appropriated funds (including property, utilities, services, or supplies) or time while working on the joint interests and goals of this partnership to lobby; 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.

## 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 BLM and

# Friends Group Partnership Agreement Template

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Friends, with four annual modification options within the 5-year performance period to update significant changes in the partnership. Both parties expect that the terms in this Agreement will be renewed every 5 years so that they will not expire.

- B. Agreement Modification: Modifications within the scope of this agreement shall be made by mutual consent of both parties, by the issuance of a written modification, 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 Executive Director or President 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 non-breaching party may, but is not required to, provide the breaching party with an opportunity to cure the breach by a date specified in a cure letter. If the breach is not cured to the satisfaction of the non-breaching party by the specified date, this Agreement will automatically terminate on that specified date.
- (3) Disputes: The parties agree that if there is a dispute between them, the BLM and the Friends will promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the parties.
- 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.

# Friends Group Partnership Agreement Template

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- F. Nonprofit Status: The Friends must maintain nonprofit, tax-exempt status under the Internal Revenue Service (IRS) Code Section 501(c)3 of Title 26 and under applicable State and Federal laws. This Agreement will automatically terminate if the Friends organization does not maintain its nonprofit status.

## **VII. LIABILITY AND INDEMNIFICATION**

- A. Friends 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, its employees, volunteers, agents, and contractors (including any contractors' subcontractors). This includes injury to people (including injury resulting in death) and damage to property in connection with activities under this Agreement.
- B. The Friends must promptly pay the BLM the full value of all damages to the lands or other property of the BLM caused by Friends, its employees, agents, representatives, or contractors (including any contractors' subcontractors) or, as agreed to by the parties, must work to repair or replace the damaged lands or property.
- C. The Friends 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, its employees, agents, representatives, or contractors (including any contractors' subcontractors).

## **VIII. INSURANCE**

- A. The Friends should periodically consult with a qualified professional to determine insurance needs that are consistent with best practices in the nonprofit industry. However, where the 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 co-hosted by the Friends, the BLM site, facility, or program manager may require that the Friends acquire appropriate insurance that is acceptable to the BLM before hosting the activity.
- B. The Friends currently hold the following insurance policies:

# Friends Group Partnership Agreement Template

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[INSERT -- List and type of insurance policies held, briefly describe coverage, and attach copies of policies.]

- C. While performing work on behalf of the BLM under an approved Volunteer Services 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**

For the BLM:

[INSERT -- Name and Title of Site, Facility, or Program Manager]

[INSERT -- Name of Site, Facility, or Program]

[INSERT -- Address]

[INSERT -- Phone]

[INSERT -- Fax]

[INSERT -- Email]

For the Friends:

[INSERT -- Name and Title of Official Representative]

[INSERT -- Address]

[INSERT -- Phone]

[INSERT -- Fax]

[INSERT -- Email]

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

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

# Friends Group Partnership Agreement Template

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District or Field Office Manager, [INSERT -- Name of BLM District or Field  
Bureau of Land Management Office]

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Manager, [INSERT -- BLM Site, Facility, or Program]  
Bureau of Land Management

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
President/Executive Director, [INSERT -- Name of Friends Group]

## **ATTACHMENTS**

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

Exhibit 1- Friends Group Supplemental Partnership Agreement, Use of BLM Property  
☐

Attachment A – IRS Determination Letter  
☐

Attachment B – Friends Group Articles of Incorporation  
☐

Attachment C – Friends Group Insurance Policies  
☐



# Friends Group Partnership Agreement Template

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## Friends Group Supplemental Partnership Agreement Use of BLM Property

SUPPLEMENTAL AGREEMENT TO THE  
FRIENDS GROUP PARTNERSHIP AGREEMENT  
between the

[INSERT -- BLM SITE, FACILITY, or PROGRAM NAME]

BUREAU of LAND MANGEMENT  
DEPARTMENT OF THE INTERIOR  
AND

[INSERT -- NAME OF FRIENDS GROUP]

This Friends Supplemental Partnership Agreement (Supplemental Agreement) is between the [INSERT -- BLM SITE, FACILITY, or PROGRAM NAME], a division of the Bureau of Land Management (BLM), an agency of the United States Department of the Interior, and [INSERT -- The Name of the Friends Group] (the Friends).

### **I. PURPOSE**

[This supplemental agreement is needed for those Friends that use BLM lands, facilities, or equipment to help carry out and accomplish the purpose(s) of the partnership. This template supplemental agreement 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 agreement also provides in-depth language on mutually-agreed upon terms of a sales operation by Friends 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 in the use of BLM-managed property to support mutual goals and objectives defined by this agreement.

### **II. BACKGROUND**

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

# Friends Group Partnership Agreement Template

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- A. Friends Scope of Work: [INSERT -- a brief description of the complexity (scope of work) of the Friends operations as it relates to Friends use of BLM-managed property.]
- B. Description of BLM Property: [INSERT -- a description of what property (land, facilities, equipment, and locations) the BLM will provide the Friends and how that leads to furthering mutually agreed-upon goals and objectives. Listing of more specifics follows in section IV.B]

## **III. BLM AND FRIENDS RESPONSIBILITIES**

- A. Joint Responsibilities of the BLM and Friends. Both parties jointly agree to:
  - (1) Work together to ensure that Friends access of Government land, facilities, and equipment and federally-controlled information systems are compliant with the HSPD.
  - (2) Work together to adequately secure facilities and use reasonable care to prevent damage and loss of property. The BLM is not responsible or liable for lost, damaged, or stolen Friends 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 décor of the facility. Friends may develop their own plans for merchandising, however, the BLM site, facility, or program manager (or their designee) is ultimately responsible for approving the content and appropriateness of items sold on BLM property, and he/she 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 -- INSERT or append a list of mutually agreed-upon sales items and description of sales terms.]

# Friends Group Partnership Agreement Template

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(4) Collaborate on sales outlet operational practices, including hours/days of operation.

(5) Meet annually to review operations, to approve any operating plans, and to undertake planning, revisions, approval, and other actions required to carry out the purpose(s) of this Agreement.

B. The BLM agrees to:

(1) Provide the following facilities and equipment for the Friends use for the purpose of conducting work associated with the mutually agreed-upon goals, as described in the Friends Group Partnership Agreement. Friends are strictly prohibited from using any BLM-appropriated funds (including property, meeting rooms, utilities, services, or supplies) to conduct lobbying activities; attempt to influence Congress or any official of the government; favor or oppose any legislation, law, or appropriations; raise funds through games of chance; or conduct fundraising and other activities that are not in direct support of the BLM site, facility or program in which the partnership agreement is held.

**[DELETE OR ADD OTHERS AS NEEDED FROM THE LIST BELOW -- Identify and describe location(s) and attach maps or room diagrams if helpful. Describe use, extent, limitations to use, and purpose of use.]**

(a) Office and meeting room space;

(b) Government equipment, such as computers, phones, fax machines, furniture, etc.;

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

(d) Sales outlet space for generating revenue on behalf of the BLM.

(2) Provide the Friends with incidental utility services, including water, electricity, heat, air conditioning, and phone to the extent that these utilities are available and previously required for the operation of the building and other Government purposes. The BLM site, facility, or program manager may request the Friends to provide for their own utilities if expenses are above and beyond what is required for Government purposes.

# Friends Group Partnership Agreement Template

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(3) Not use appropriated funds to purchase any office equipment specifically for the operation and administration of the Friends group. The Friends will furnish any 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 use of Government equipment must not impair the BLM in achieving its goals and objectives. Friends must obtain approval from the BLM site, facility, or program manager before purchasing and installing their own equipment.

(4) Subject to HSPD compliance, the BLM site, facility, or program manager, or a designee, must provide Friends guidance and direction about security when accessing BLM property/facilities. The BLM site, facility, or program manager may issue a key, security combination, or pass codes to Friends with proper Departmental security clearances. Friends representatives may not duplicate or loan the key to any person or third party or disclose the combination or pass code. The last party vacating the premises takes full responsibility for making sure that doors are locked, gates are secured, and security systems are engaged.

(5) Involve the Friends in the review and comment on BLM plans that may redesign, renovate, or construct facility space currently occupied by the Friends.

## C. The Friends agree to:

(1) Obtain written approval from the BLM site, facility, or program manager before altering BLM property and understand that all improvements to BLM property that the Friends make become the property of the United States without compensation.

(2) Provide their own office supplies, e.g., paper, pens, envelopes.

(3) Be solely and fully liable for loss of Friends inventory, property, and income in case of fire, natural disasters, or theft. The Government does not insure Friends belongings on BLM property.

(4) Allow Friends publications, all collateral pieces, and outreach and interpretive displays, distributed or displayed on BLM property, to be reviewed by the BLM for editorial and design quality. Materials dedicated to lobbying, influencing Congress or any official of the government, or games of chance must not be displayed on BLM property and must not show any express or

# Friends Group Partnership Agreement Template

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implied involvement or endorsement of the BLM.

(5) Abide by all BLM regulations including, but not limited to, those pertaining to areas closed to the public and public use activities.

(6) Maintain Friends-occupied facilities in a clean, orderly, professional, and safe condition and in accordance with applicable BLM, State, and local fire and safety regulations.

(7) Coordinate with appropriate BLM staff when bringing on new Friends personnel who will be involved in direct contact with the public. Friends will supervise their own members and employees, but work with the BLM Liaison to orient any 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 in order to maintain the BLM's responsibility to the visiting public for Government integrity and reliability. The BLM site, facility, or program manager may reject or request removal of items if he/she determines they are inappropriate, inaccurate, or of poor educational value.

(9) Not sell any items prohibited under Federal or State laws, such as original artifacts, endangered species products, Indian crafts, etc.

(10) Schedule and provide their own paid staff and/or Friends volunteers to carry out the operation of their sales outlet.

## **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 that same time of execution of the Friends Group Partnership Agreement, both parties enter into this Supplemental Agreement for a period of 5 years beginning on the day after the agreement is signed by the BLM and Friends, with four annual modification options within the 5-year performance period to update significant changes in the partnership. Both parties expect that the terms in this agreement will be renewed every 5 years so that they will not expire. If included after the execution of the Friends Group Partnership Agreement, both parties enter into this Supplemental Agreement for the existing performance period of the Friends Group Partnership



# Friends Group Partnership Agreement Template

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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 Executive Director or President will also meet to review, modify, and sign this Supplemental Agreement.
- C. Agreement Termination/Disposition of Assets: Upon the termination or expiration of this supplemental agreement or cessation of the operations of the Friends group for any reason, those funds held for the benefit of the BLM, including all interest and earnings and all 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 agreement prevents Friends from satisfying allowable outstanding obligations reasonably incurred in association with the agreement prior to its termination or expiration. Any personal property belonging to the Friends, including sales outlet inventory, remains property of the Friends.
- 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 that the Friends use. BLM properties, even those occupied by the Friends, are subject to management closures, Federal holidays, emergency closures, furloughs, and other Governmental actions that might impact regular daily operations and access. The BLM is not responsible for any costs or damages to Friends in the event of such actions.
- E. Homeland Security Presidential Directives: Friends use of BLM facilities and equipment and access to federally-controlled information systems must comply with Homeland Security Presidential Directives (HSPD) that mandate common identification standards for Federal employees, volunteers, Friends, and contractors before they can access Government facilities and data systems. Friends representatives may need to obtain Federal security clearances prior to conducting the work of mutually agreed-upon programs and projects with 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 Friends at any time for management or emergency reasons. Whenever possible, the BLM site, facility, or program manager should give the Friends a

# Friends Group Partnership Agreement Template

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60-day written notice and meet with the Friends President or Executive Director prior to the withdrawal, modification, or relocation to discuss the decision and to give the Friends the opportunity to address the reasons leading to that action. Nothing in this supplemental agreement grants the Friends any interest in land or right of occupancy of the premises.

- G. Nonprofit Status: The Friends must maintain nonprofit, tax-exempt status under the Internal Revenue Service (IRS) Code Section 501(c)3 of Title 26 and under applicable State and Federal laws. This agreement and the Friends Group Partnership Agreement will automatically terminate if the Friends organization 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 property/equipment and sales outlet inventory on BLM property. The BLM strongly recommends and may require that Friends purchase the appropriate amount of insurance to protect against loss of inventory and other property in case of fire, weather, or theft.

B. The Friends currently hold the following insurance policies related to the use of BLM property:

[INSERT -- List and type of insurance policies held specific to this supplemental agreement and briefly describe coverages.]

## VII. AGREEMENT OFFICERS

For the BLM:

[INSERT -- Name and Title of Site, Facility, or Program Manager]

[INSERT -- Name of Site, Facility, or Program]

[INSERT -- Address]

[INSERT -- Phone]

[INSERT -- Fax]

[INSERT -- Email]

# Friends Group Partnership Agreement Template

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For the Friends:

[INSERT -- Name and Title of Official  
Representative] [INSERT -- Address]  
[INSERT -- Phone]  
[INSERT -- Fax]  
[INSERT -- Email]

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

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
District or Field Office Manager, [INSERT -- Name of BLM District or Field  
Bureau of Land Management Office]

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
Manager, [INSERT -- BLM Site, Facility, or  
Program] Bureau of Land Management

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
President/Executive Director, [INSERT -- Name of Friends  
Group]

## **ATTACHMENTS**

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

Attachment A2 – Friends Group Insurance Policies (related to use of BLM property)

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# Guide to Agreements: Commonly Used BLM Partnership Agreements

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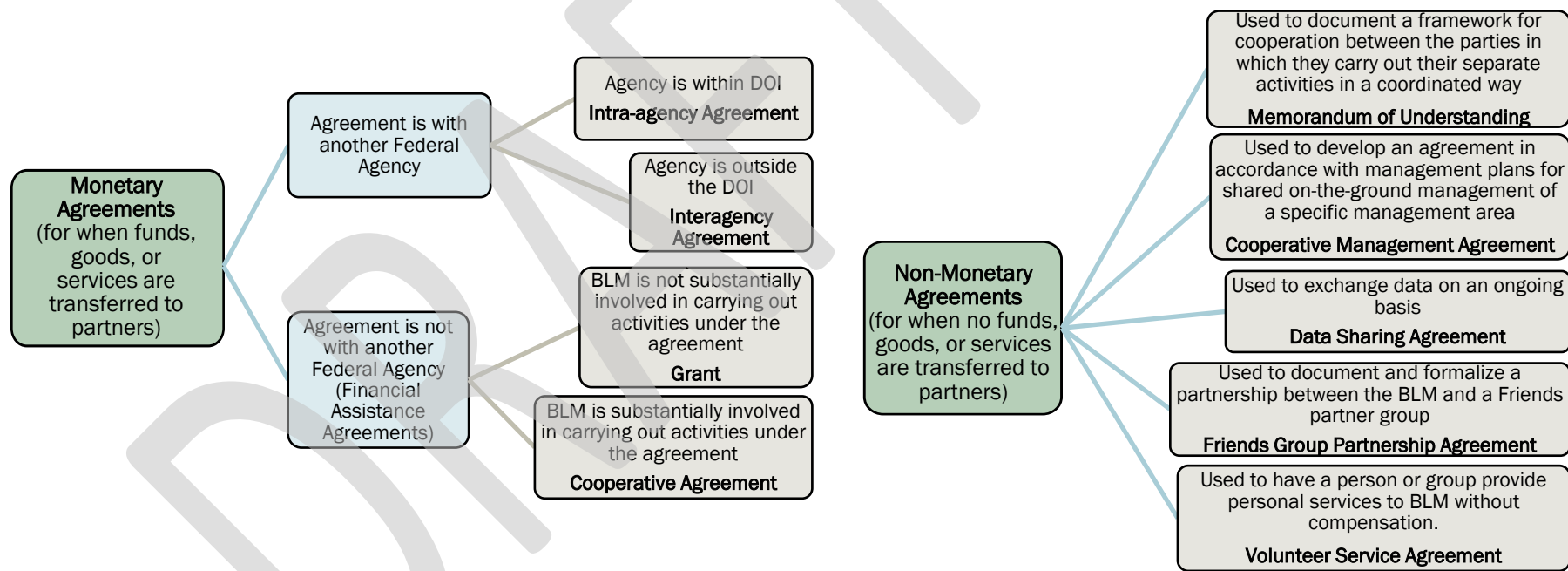
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Agreements are central to developing, formalizing, and sustaining effective partnerships. They clarify and specify the purpose and objectives of the partnership, define roles and responsibilities, foster accountability by all parties, and document 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 project or activities planned, who will benefit, and whether and how the parties exchange funds or other resources. For additional help in determining the right partnership instrument, contact a BLM grants management officer and/or consult with a partnerships or volunteer program specialist.

### Decision Trees for Commonly Used BLM Partnership Agreements







# MONETARY AGREEMENTS

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## AGREEMENTS WITH OTHER FEDERAL AGENCIES

- For use when one federal agency is providing payments, goods, or services to another federal agency. When the goods or services needed are available from a commercial source or the other agency cannot provide them at less cost than if provided by a commercial source, goods or services should be procured from the commercial source through a contract (not an agreement), a charge card purchase, etc.
- Agreement Options:
  - **INTRA-AGENCY AGREEMENT (I-A)**: For use when the other agency is within DOI.
  - **INTERAGENCY AGREEMENT (IA)**: For use when the other agency is outside the DOI

## FINANCIAL ASSISTANCE AGREEMENTS (FAA)

- FAAs are used to transfer money, property, services, or anything of value to a partner that is not another federal agency. The primary purpose of an FAA is to provide public support *or stimulation* rather than to acquire goods or services, e.g., through a contract, charge card purchase, etc., for the *direct benefit or use* of the government.
- Agreement Options:
  - **GRANTS**: For use when there is no program involvement by the BLM. For when the BLM only has administrative oversight of the work effort to ensure that the funds are spent for the intended purpose. When 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 AGREEMENTS (CA)**: For use when there is substantial BLM involvement during the course of the CA. For example, when both the BLM and recipient perform the work together.



## NON-MONETARY AGREEMENTS

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### MEMORANDUM OF UNDERSTANDING (MOU)

- **MOU**: For use when documenting a framework for collaboration between the BLM and one or more parties to confirm cooperative policies and procedures for promoting and/or carrying out mutually agreed-upon activities in a coordinated way. MOUs cannot obligate or exchange Federal funds, supplies, equipment, or services.

### DATA SHARING AGREEMENT (DSA)

- **DSA**: For use when sharing or exchanging data on an ongoing basis with other Federal Agencies, State or local governments, or private parties when no funds are obligated, although cost recovery by the BLM may be used.

### COOPERATIVE MANAGEMENT AGREEMENT (CMA)

- **CMA**: For use in accordance with management plans for shared on-the-ground management of a specific management area. They are used when the primary objective is to provide the public with facilities and levels of use not possible under BLM management capability, but which may be provided with support from user groups. Each party's role in the management of the area must be delineated. There can be a commitment by each party to absorb part of the cost of managing the area, but there is no actual transfer of funds involved. 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.



## NON-MONETARY AGREEMENTS

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### FRIENDS GROUP PARTNERSHIP AGREEMENT (FGPA)

- **FGPA**: For use when documenting 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 and benefit a BLM site, facility, or program. The agreement describes the involvement of both parties in mutually agreed-upon activities and highlights the mutual understanding of their respective roles, responsibilities, expectations, and requirements within the partnership.

### VOLUNTEER SERVICES AGREEMENT (VSA)

- **VSA**: For use with an individual, or group of individuals, who voluntarily provides time and service 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 time frames for and location(s) of service, reimbursements, if any, and any access to government vehicles, computers, office equipment, or tools.



# Partnership Case Studies: Best Practices and Lessons from Field

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(Under Development)

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# U.S. Department of the Interior Bureau of Land Management

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