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National Park Service
U.S. Department of the Interior



Making Friends

An Introduction to Building National Park Service Friends Groups





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NPS staff, volunteers, and visitors on the deck of Friendship of Salem, the park's replica tall ship as it returns to Salem from Boothbay Harbor, Maine.

This was the first in a series of such visits through "Friendship Centennial Sails!," a National Park Service Centennial Challenge project in partnership with the Essex National Heritage Area.

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Chapter One — Friends Groups and the National Park System

Private sector support for America's national parks is a tradition as old as the parks themselves. Even before the establishment of the National Park Service (NPS) in 1916 as a bureau of the Department of the Interior, citizens were stepping forward to protect special places that exemplify the United States of America's national heritage. Today, over 160 partner groups and the National Park Foundation (NPF) carry forward this tradition with national parks.

Partnerships have become a way to get things done both within and beyond park boundaries. Some NPS parks and programs operate almost exclusively through partnerships. Many of the parks and units established in the last 25 years have clear mandates to partner, including Heritage areas and nationally-designated trails and rivers.

This handbook is intended to be a tool for the NPS Superintendent, park staff, and community members interested in creating and expanding Friends Groups that support the NPS. Friends Groups are established to help support interpretive, educational, and scientific activities through fundraising, membership programs, friendraising, and awareness building. The information provided will sometimes speak directly to the private citizen or Superintendent. Most of the information will need to be considered by everyone throughout the discussions and planning phases.

Information has been gathered from many sources including: existing partners, park staff, subject matter experts, other Federal agencies that also develop partnerships, and the NPS Partnership Office. Many website addresses have been given for more detailed information and to assure the most current updates.

Partnerships encourage involvement; through involvement there is increased awareness; and through awareness there is stewardship.

—Chris Jarvi, Associate Director for Partnerships & Visitor Experience

More than ever, with America's changing demographics and landscape, there is an on-going need to build strong public support, which includes an awareness of park issues, conservation values, and a strong sense of stewardship and involvement.

It is hoped that this publication will provide a guide to developing successful local Friends Groups. It will address the fundamental aspects of creating the partnering relationship and although it assumes most of the readers have never been involved with a formal NPS partnership before, it can also be a guide for established Friends Groups. This handbook includes organizational development tips, sample agreements, model case studies, checklists, and lists of contacts and resources to assist in the building of Friends Groups. The NPS extends its appreciation to all the groups that allowed us to benefit from their experience and knowledge.

NPS Structure

National parks or units are created by Federal enabling legislation. Each has its own unique or combination of purposes or resources. Parks are supported by regional offices and a national office, which provide management, administrative, and specialized technical assistance. Appendix A lists the authorities and NPS resources related to Partnerships.

Park staff typically includes a Superintendent or manager, rangers with specialized duties (natural resources, law enforcement, interpretation, etc.), administrative support, and maintenance staff. Initial

partnering typically starts with the Superintendent, but rangers and other staff can be involved depending on the project. Eventually, a staff member may be the lead contact with a Friends Group, but the Superintendent has the final responsibility for all actions taken on behalf of the park.

The only problem with Friends Groups in the National Park System is that there aren't enough of them.

—Curt Buchholtz, Executive Director, Rocky Mountain Nature Association

A General Management Plan is completed for each park unit. This provides the background and plans for future development, maintenance, stewardship, and overall park management. Other plans are developed from the General Plan that specifically addresses interpretation, commercial services, etc. Information on the NPS can be found at:
<http://www.nps.gov/aboutus/organization.htm>.

The National Partnership Office helps to carry out the Service's philanthropic partnership mission by facilitating programs that focus on fundraising and donations, marketing and promotions, park-based friends groups, and relations with the Service's congressionally chartered fundraising organization, the National Park Foundation. The National Partnership Office helps the Service and its partners create, enhance, and recognize effective partnerships through training, communication, and policy leadership. The Partnership Office provides:

- Oversight of the National Park Service's policies on donations and fundraising
- Assistance to parks, regional offices, and program areas by facilitating the review and approval of large-scale donations and fundraising projects
- Coordination between the agency, the National Park Foundation, and park-based friends groups
- Review and coordination of national cause-related marketing and donor recognition programs
- Capacity building through the planning and delivery of training for the Service and its partners

NPS Washington Partnership
Office Contact Information

The Washington Partnership Office's mission is to develop, manage, and lead national partnership programs, promoting partnerships that broaden public participation, understanding, and support of the National Park System. They also assist field and region efforts to improve the capacity of NPS to create, nurture, and expand partnerships that fulfill the agency's goals.

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NPS Regional Partnership Coordinators

The Regional Partnership Coordinators provide innovative technical assistance to implement actions that develop, enhance, and maintain productive partnerships for the region and field staff. They promote partnerships and consistently evaluate them for effectiveness. In addition, the Regional Coordinators scan for new opportunities while developing strategies and projects to help field units and program managers work effectively and successfully with partners.

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Vision and Commitment to Stewardship and Collaboration¹

According to a recent study, *Nonprofit Partnerships in the Northeast Region: Assessing the Need for Strategic Support*², less than half of the primary activities of NPS partners in this area typically involve fundraising for park-directed priorities. Efforts to improve the wide variety of other types of partnerships, particularly those involving interpretation, education, and resource protection that compose the majority of our collaborative activity, have received much less attention.

From a better understanding of the role of partnerships by the NPS and its partners comes a new clarity and awareness for the value of stewardship and collaboration:

- NPS recognizes that it is most effective results come from engaging and collaborating with others, expanding awareness and understanding, discovering mutual goals, attracting resources and support, and building relationships, trust, and commitment to participation in collective efforts that extend the reach of all.
- Inspired by experiencing a connection with the environment and a renewed sense of wonder and appreciation through the National Park system, many Americans seek ways of exercising their shared interest and responsibility for one of America's greatest ideas.
- Aware that dynamic interaction with the public helps introduce new and innovative ideas, best practices and increased resources to the work of enhancing the fulfillment of the NPS mission, the Service is committed to building capacity for collaborative action and strengthening the connections between the American people and their parks.

Types of NPS Partners

Friends Groups

A Friends Group is any nonprofit organization established primarily to assist or benefit a specific park area, a series of park areas, a program, or the entire National Park System. A Friends Group can be the vehicle to provide an outlet for citizens' passion about a park's mission. Groups vary in size, structure, and purpose and benefit NPS in various ways, such as providing volunteer services, assisting with resource management and preservation, conducting fundraising efforts, and publicizing important issues. Funding to support the activities of the group come from donations, and often to a lesser extent, earned income.

¹McCollough, Rick. Considering, Building and Maintaining Collaborative Relationships to Support the National Park Service Mission: A Partnerships Guidebook. Partnership Office, Southeast Region, National Park Service. July 2006.

²McConnell, Kristen. Nonprofit Partnerships in the Northeast Region: Assessing the Need for Strategic Support Report Highlights. Northeast Region National Park Service. May 2006.
http://classicinside.nps.gov/documents/McConnell_Kristen_PR_Final.pdf

Cooperating Associations

The NPS is guided by Director's Order #21 on Donations and Fundraising when working with Friends Groups to develop and secure philanthropic support for parks. Other guidance may apply if the Friends manage volunteers or provide other services in cooperation with the agency.

The term “cooperating association” is any nonprofit organization with which the NPS has a “Cooperating Association Agreement.” Cooperating Associations are established under specific legislative authority to provide program or financial assistance to the NPS in the areas of public education, interpretation, research, and related visitor service activities. Funding to support this work comes from income earned from the sales of educational and interpretive materials, conducting educational programs and field institutes, and raising contributions to support the interpretive and educational mission of the parks. The public face of the Cooperating Association is most often the park visitor center bookstore and only organizations with a cooperating association agreement may operate these facilities.

Cooperating Associations are guided by policy provided in Director's Order #32 on Cooperating Associations.

The fundamental differences between Friends Groups and Cooperating Associations are the focus of their mission and the source of their income. Friends Groups generally have a mission to provide support for the overall mission of the park partner. Funds to support their work comes from donations/fundraising, membership, special events, and perhaps from earned income generated through sales through on-line or other off-site (i.e., not in the park) venues. Cooperating Associations have a very specific mission focus to provide program and financial support to the NPS in the areas of education, interpretation, and research. The income to support these activities is generated in large part from the sale of interpretive and educational items in park visitor center bookstores. Only Cooperating Associations may operate these facilities.

Organization with Dual Roles

There are some nonprofit organizations that partner with the NPS to take on the function of both a Friends Group and a Cooperating Association. To date there are less than ten of these dual role organizations though there appears to be an interest in this model given the evolution of nonprofit partner capabilities matched with the park needs. The security of an earned income stream, the benefits of an established identity and constituency as a park partner, as well as the capabilities and expertise of an established board and staff are all considerations in adopting this model. The board composition of these groups is important and should reflect the need for experience in publishing, retail, and fundraising as well as other areas of expertise felt to be important.

Commercial Services Operators

These groups, known as concessioners or lessees, are businesses with which NPS contracts to provide necessary and/or appropriate visitor services such as food, lodging, recreational services, and retail operations. They have a signed contract, lease, or commercial use authorization that has typically been issued subject to a competitive bidding process.

Congress established a concession program in 1965 and reformed it in 1998. The Director's Order #48A on Concessions is currently in the process of being reviewed and updated.



Friends of Acadia volunteers repairing a park trail.

Volunteers in the Parks (VIP)

A Volunteers in the Parks (VIP) provides park support as outlined in DO #7, Volunteers in the Park. The primary purpose of the VIP program is to provide a vehicle through which the National Park Service can accept and utilize voluntary help and services from the public (<http://www.nps.gov/volunteer>). Volunteers' contributions are vital to the success of the National Park Service. This program is distinguished from a friends group in that individuals have specific duties at a park or working with a program function. Friends groups are established under a formal written agreement to assist parks in supporting needed park programs and projects that have been beyond the reach of appropriated dollars.

The Role of NPS Friends Groups

Friends Groups are a partnership between the community and the park. Their boards can act as ambassadors of sorts, helping to extend the presence and values of the park into the community in a positive way. They help leverage the work of park employees through donated labor and funds. They may provide an avenue for public stewardship of park resources. Ultimately, they are a way to deepen public support for the park and the value of the park to the community.

Traditionally, Friends Groups function in support of a park as volunteers and advocates, and provide additional financial resources through fundraising activities. Some of the roles that Friends Groups have undertaken in their efforts to support NPS parks and programs are:

- **Recruit and Manage Volunteers** — Friends Groups can recruit and manage their own volunteers, or they can help the NPS to manage its volunteer program.
- **Involve Community** — Members of a Friends Group may have more access than park employees to the broader community itself, as well as underserved sectors of a community. The public may also find a nonprofit organization more approachable than a government agency.
- **Inform elected officials of park issues** — A Friends Group can be an advocate for the park by visiting with and providing information to elected officials.
- **Support Staff** — Friends Group staff can supplement staff capability by either hiring staff or supporting NPS staff. Note: There are restrictions on NPS hiring permanent positions that are supported by donated funds.
- **Conduct Market Research and Awareness Building** — Members of Friends Groups may have better access to media and marketing expertise and can leverage or augment in-house staff capabilities. They can work with cooperating associations as appropriate to develop park awareness and branding materials.
- **Deliver Program and Stage Events** — Friends can assist with special programs and events under permits from the park, on or off-site.
- **Operate and Maintain** — Some friends groups can assist a park with all or portions of operation and maintenance responsibilities for structures, visitor centers, parks, or specific programs.

- **Procure Equipment/Services** — Friends can acquire and donate equipment or services.
- **Develop Facilities/Grounds** — Friends can leverage community support and talents to develop facilities and grounds. This does require closer coordination and oversight by the NPS to ensure that the completed project conforms to the design, environmental, and accessibility standards of NPS regulation and policies.
- **Raise Program/Project/Capital/Operating Funds** — Friends can aggressively solicit funds from external sources. Some donors insist on donating to nonprofits rather than government agencies.
- **Acquire Land** — In most cases, a Friends Group can assist through raising acquisition funds. Other nonprofits such as land trusts, the Trust for Public Land, and The Nature Conservancy specialize in land protection and have the requisite expertise.

What a Friends Group Cannot Do

Knowing what a Friends Group cannot do is as important as knowing what it can do. It cannot speak for the NPS, Superintendent, or staff. It cannot dictate to the Superintendent or staff. The purpose of the Group should be to maintain a positive direction; it should not base its purpose on a negative stance or be contrary to the park or the management objectives and mission of the park and the NPS.

Friends Groups cannot operate sales outlets, or sell products within park boundaries without following appropriate NPS policies. As noted above, only Cooperating Associations can operate interpretive bookstores within park boundaries, guided by the policies in Directors Order #32. Other sales opportunities are subject to Concessions policies or temporary use permits.

During the formation and thorough the life of a Friends Group, participants should consider what role the Friends might be able to fill immediately as well as in the long-term. Initial projects do not need to be large and complicated as most beginning groups typically do not have the experience or staff. It is better to start with smaller projects in order to develop the reputation of the group and build confidence in its ability and capacity. As the Friends Group matures and develops, the members can assume additional roles and greater challenges.

While not every park has a Friends Group, there are many examples of successful partnerships to emulate. Cases studies that highlight these partnerships are available at www.nps.gov/partnerships/case_studies.htm.

Spotlight On

Mark Engler, Superintendent, Homestead National Monument, Beatrice, Nebraska, and Friends of Homestead

Superintendent Mark Engler has had great success with the Friends of Homestead. The Friends have provided support, advocacy, volunteers, fundraising, and property management for the site. Engler can spend over 20 hours a week working with the Friends Group, but the payback is seeing park programs moved forward with stronger community buy-in. He recognizes much of his park's success is due to partnerships.

Their accomplishments include:

- Raising over \$500,000 for the newly built Heritage Center
- Surpassing the necessary match for a land purchase by 100%
- Managing the 140 acres for the NPS, which will be donated to NPS
- Providing many volunteer hours for Homestead programs
- Providing testimony in Congress to support NPS and the Homestead National Monument

Superintendent Engler said he provides people with his own vision of what he wanted to see happen at the park, but allows them the opportunities to use their own talents and interests in planning and implementing specific projects. Volunteers have the latitude to bring in their own ideas to grow and develop programs and projects as long as they stay within the NPS policy structure and park's purpose.

Friends Group members need to see the vision for the long-term to maintain a sustainable partnership. Engler states "NPS needs to also be willing to invest the time back into the group and help maintain the passion that is so important for success."

Friends of Homestead is an organized 501(c)(3). Anyone who wants to be a friend can join without paying a membership fee. Donations and fundraising events provide financial support. Contacts are maintained by a newsletter (electronic and printed). Newsletters are sent to different groups and businesses in Homestead's gateway city of Beatrice, Nebraska, as another way to keep close contacts with the local community.

A Friends Group is not the only partnership activity at Homestead. A cooperating association has been active for years. While it is still his responsibility as Superintendent to coordinate everyone's efforts, Engler has found all the partners have established an open relationship from the first and together have coordinated many successful projects.

Chapter Two — Friends Groups and the National Park System

Planning Together

Partnerships largely succeed based on common interests, realistic expectations and goals, personalities, persistence, and process. Failure to follow proven process is usually a fatal flaw in most partnership endeavors.

The typical planning process will include the following actions:

- Core group of dedicated people
- Good communication between participants
- Dedication of time to accomplish the work
- Agreement of a shared vision and mission
- Plan goals and objectives that will fulfill the mission
- Build an effective organization
- Take action to implement plans
- Celebrate

There are many different techniques and models for partnering.

The following pages will discuss a few of the techniques and models.

What works best is what the participants understand and feel comfortable using. The results will provide an outline for future work; integrating roles and responsibilities of the park staff and partners ensuring the best outcomes for the park. For more comments on what it takes to successfully partner, visit http://www.nps.gov/partnerships/top_ten.htm.

Successful Partnering

Successful partnerships develop in a variety of ways. In the beginning, there may be an individual or small group of citizens interested in assisting a park who possesses the drive, initiative, and enthusiasm to approach the park Superintendent with their ideas. Or, park staff may recognize a need and an opportunity to engage more citizens in supporting the park's mission. In either case, consideration of partnerships requires upfront work to fully explore the suitability and feasibility of fulfilling the need or needs through shared dialogue and effort. Is development of a new Friends organization the best approach, or can interested individuals be integrated into already established partner organizations or VIP programs with the goal of broadening capacity to achieve mutually-established goals?

Partnerships have a proven record for accomplishing important projects by private citizens for NPS, but it is always the responsibility of the Superintendent and NPS staff to assure NPS policies and regulations are followed. Each project or activity must be reviewed to determine if it is appropriate for the specific park.

While the support of a Friends Group can be invaluable, the relationship requires a significant amount of work. Individuals must be honest about their ability to support such an effort before deciding to become the catalyst for a Friends Group or if they are approached by others with the interest in developing a Friends Group. Park leadership and staff must be willing to invest the time necessary to help initiate a Friends Group, nurture the relationship, and develop a mature partnership.

The key to successful partnerships is having all parties work hard at maintaining open communication, building trust, and being able to confide in each other. This includes ensuring all park partner organizations understand their respective roles within the park and are mutually supportive of one another's missions. Keeping communication lines open is the responsibility of all participants. More problems are created by lack of communications than by too much. To the fullest extent possible, Superintendents will share NPS requirements, regulations, and constraints. Friends need to keep the Superintendent apprised of new issues, concerns, and situations as they arise.

Partnerships are complex and dynamic, a blend between mutual and self-interest. Relationship management is the deliberate effort of interaction between partners to optimize their goals. This initial group sets the tone and approach of the future organization. As the formal group is created, these founders or initial leaders will be remembered for their action and inspiration. No one description will identify a core member, but they should have some or all of the following traits:

- Interest in the park or a passion for its stories or resources
- Organizational skills
- Willingness to work with others
- Time and energy to devote to creating the Friends Group
- Abilities and temperament to deal with a wide variety of personalities
- Enthusiasm and a sense of humor
- Excellent communication skills, including the skill of listening

Results from a workshop³ conducted by the NPS and partners support these traits. A summary of common insights that contribute to successful, long-term cooperation include: listening and being responsive to the needs of others, building the relationship and sustaining it through trust, working openly and inclusively in ways that build a partnership team, being flexible and responsive to changing circumstances, being willing to share control and working together in way that empower the partners.

Another consideration is to always respond to opinions. It does not mean the comment must be acted upon, but rather suitable recognition is required so the person knows he or she has been heard.

³Collaboration and Conservation: Lessons Learned in Areas Managed through National Park Service Partnerships. Workshop Report. (2001). Conservation Study Institute. Woodstock. Vermont.

Marty Sterkel's Top 10 of Brian O'Neill's 21 Partnership Success Factors

To read the complete list visit:

<http://www.nps.gov/partnerships/oneill.htm>

1. Focus on Important Needs

Partnerships take time to establish and nurture in order to have successful outcomes. First, determine that a partnership is the best way to accomplish an important body of work. Then seek out the partner or partners who might best be able to help. In some cases you may have to create the right partner.

2. Adopt a Shared Vision

Development and continuing refinement of a shared vision of the work to be accomplished is key to the success of any partnership. The vision should reflect both the broad body of work and each project or initiative to be undertaken.

3. Negotiate a Formal Agreement

Good intentions and a handshake are not enough. Partnerships need formal written agreements and work plans that define mutual interests and expectations, the roles and responsibilities of each partner, and clear accountability for the work to be performed.

4. Ensure Good Communication

The success of every partnership is dependant upon the structure, frequency, and quality of communication between the partners. No partnership can reach its full potential without good communication practices as a core element of the relationship.

5. Maintain an Environment of Trust

Trust is an essential ingredient for successful partnerships and enables collaboration and contribution.

6. Leave Your Ego and Control at the Door

The most insidious impediment to good partnerships is the unwillingness or inability of a partner to share power and control. They are about creating an equality of importance - an environment where individual personal egos are subservient to the interests of the whole.

7. Build Step by Step

You have to invest (self or resources) to get results and process is important to achieve successful outcomes. Every situation presents a different set of opportunities based on the unique social, economic, and political realities in which a partnership must operate. Successful partnerships are built incrementally by starting at the beginning, and growing gradually and tackling more complex initiatives based on the competencies gained from the previous efforts.

8. Always be Courteous and Diplomatic

There is no room for disrespectful behavior. Honesty, respect, courtesy, tact, and diplomacy should govern partner relationships.

9. Honor Your Commitments

Partnerships require a shared commitment to each other's success. Sustaining any partnership requires that exciting ideas of interest to the participants actually get executed.

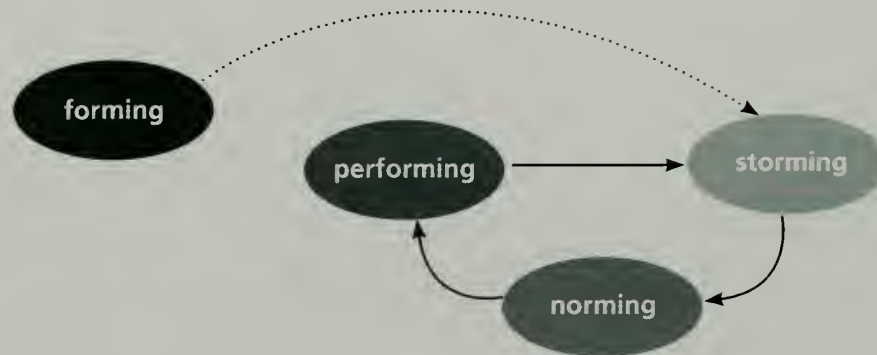
10. Network and Build Relationships

Successful partnerships establish formal systems to identify people who can add value and support. They strategically build new relationships and expand networks to accomplish their priorities.

Relationship Cycles

Typical partnerships go through a life cycle, starting with 'meet and greet' to a successful final product. The Forming – Storming – Norming – Performing model of group development was first proposed in 1964 by Bruce Tuckman⁴. He maintained that these phases are all necessary and inevitable in order for a team to grow, to face up to challenges, to tackle problems, to find solutions, to plan work, and to deliver results.

Figure 1. Phases of Group Development



The beginning phase is when people get to know each other, 'feel' each other out, and start considering how they can interact. Some individuals share immediately, but others need time. Once the group feels comfortable enough to get down to work, there can be a period where there are misunderstandings or miscommunications. Conflict and polarization can occur. Stress levels can rise as people realize what they thought should happen is changed due to others' participation. This phase is not always obvious as some participants are not comfortable speaking up to defend their concerns, but observing non-direct comments or body language can reveal problems.

Eventually, with dedication and hard work, members of the group begin to collaborate and feel comfortable with each other again. This is the phase people find they are becoming friends and trust others in the group.

The final phase is when the group becomes functional and productive and can now reach their desired results. Team members support each other and take on responsibilities and tasks to accomplish the goals.

The cycle is not a static event. Each time a new person is included or new project is considered, the group will go through this process while integrating the new individual and ideas.

Acknowledging that all groups go through this cycle to some degree will assist members on moving forward even when the situation appears stalled and people are frustrated.

⁴Tuckman, Bruce W. (1965) 'Developmental sequence in small groups', *Psychological Bulletin*, 63, 384-399. The article was reprinted in *Group Facilitation: A Research and Applications Journal* Number 3, Spring 2001 and is available as a Word document: <http://dennislearningcenter.osu.edu/references/GROUP%20DEV%20ARTICLE.doc>. Accessed January 14, 2005.

Relationship Building

Group dynamics, personal interaction, and team-building are all topics that will come into play while creating or expanding/re-energizing a Friends Group. Each participant has his or her own reasons for participating, but ideally, each will overlap with the others' interests and lead to a successful plan.

From the start, relationship-building with good communication skills will make the goals of all parties possible. The actions of the first members will set the tone for future members. Details matter. How people are approached, where meetings are held, even meeting room arrangements can affect the relationship development. Changing meeting locations and times can accommodate people who keep different schedules. Accessibility is just not accommodating people in wheelchairs or physical limitations. Place the group in a position that it can provide hearing or sight assistance.

Potential participants may have the desire to help the park, but do not have the skills or experience of working in a partnership. All participants could benefit from training for building leadership capacity and community involvement.

Questions or steps to consider in preliminary talks between a potential future or revitalizing Friends Group and a Superintendent can include the following:

- What does the park need?
- Is the time right for a Friends Group?
- What is the Friends Group role?
- Why is the organization necessary?
- What have other Friends Groups in similar circumstances done and can be used as examples?
- What activities can the Friends Group undertake?
- What limitations might the Friends Group have in undertaking activities?
- What legislation and regulations need to be addressed?
- What will be improved?
- What do the Friends Group and NPS staff want the future to look like?
- How formal does the Friends Group want to be in its structure? Can the existing Friends Group expand?
- Is there another partner or nonprofit already in place that can accomplish the work?

Informal opportunities to develop the relationship are also important. Let people tell their stories to enhance the understanding of their culture and past experiences. Allow time for meals, social gathering, tours, or other activities to allow people to get to know each other better. Conversations during these informal breaks can lead to better insights on motivation, desires, reactions, and abilities.

As relationships develop, recognize there can be cultural differences on how individuals relate. Take into consideration that some cultures are not immediately outgoing with new people or consider it inappropriate to share personal information. Ask questions on how the other participants wish to act within a group. Include a different culture's methods for communicating and celebrating.

Partnerships are complex and dynamic, a blending between mutual interest and self-interest. Each person works to get along with others to achieve a shared vision, and in turn, get results that all can support. The fundamental factors for collaboration are a web of interactive skills.

As the discussions proceed, keep in mind the skills necessary to build a team, design meetings, and facilitate interpersonal interactions and try to incorporate them into these efforts. Build on the reasons each of the members has for participating and weave these into a cohesive vision for the Friends Group and its relationship with the Park.



Friends of Chickamauga and Chattanooga National Military Park helping out to restore the Brotherton Farm.

The keys of successful partnerships are that all parties work hard at maintaining open communication, building trust, and being able to confide in each other. Keeping communications lines open is the responsibility of all participants.

Making Decisions — Rational Decision Making Model

Organizations use many planning techniques for accomplishing work. One method is the Rational Decision Making Model⁵. This theory evaluates what is feasible, understanding there can be limits on resources. Participants are expected to be open and provide accurate information to co-members. The process will provide the opportunity to consider a wide range of choices while still being effective and efficient. Decision making is centralized and open, but the purpose and limitations of the park are always taken into consideration.

A rational decision making process will fail unless users take into account the cultural and personal values of the participants. The application of this model should not be rigid. Unplanned situations and reactions can create unstable conditions threatening the balance and success of the group.

Diplomacy and openness allows differing opinions to arise and be addressed in a manner that does not drive people away. Addressing potential conflicts in the planning stages of a Friends Group will let people know that differing opinions are allowed and there are means to resolve them. Losing people who are offended due to intolerance or misunderstanding is a loss of resources to the over-all effort.

Rational Decision Making Model strives to create successful relationships based upon providing participants ownership of the process. They can express their opinions and participate in the planning process. Consensus building⁶ assures participants they can raise issues, seek to understand each other's views, and then cooperatively develop agreed upon goals. It can involve a longer timeframe than most other forms of decision making, but the results will be decisions everyone can support.

Consensus is the desirable method for making decisions, but it is not the only way to reach decisions. Relationship building can take many paths. Depending on the situation, decisions can be made formally or informally. Other topics can effect or control a situation making consensus more difficult.

⁵Organization Behavior, 12th ed. 2007. Robbins, Stephen P., and Timothy A. Judge. Upper Saddle River, New Jersey: Pearson Prentice Hall, 156-158.

⁶Consensus Building, Community Tool Box. Rivers, Trails and Conservation Assistance, National Park Service <http://www.nps.gov/phs/rtcatoobox/>

Compromising is another form of reaching agreement. Compromising is acceptable if the partners trust each other's actions and motives. Everyone involved should also realize initial discussions and plans will change as time passes and new resources and events occur. The main goal of relationship building is to ensure partners remain open and flexible.

Consider using different perspectives and techniques. No one type of "process" is better than any other. There does not have to be a "winner" and a "loser"; the goal is to better understand everyone involved and determine how to accomplish what is best for the park. The group should maintain resolve to collaborate and enhance the objectives of all included.

Preventing Conflicts

The leadership of the Friends Group and the park Superintendent need to be aware that conflict can develop. Hidden problems can stymie or ruin a group's efforts without participants even being conscious of what is happening. Staying aware of potential conflict can prevent the growing relationship from faltering. Problems that can become roadblocks to successful partnering include:

- Controlling issues, e.g., the park, the story, the community, resources
- Miscommunication or destructive communication
- Personal agendas that do not fit with the park's mission and needs
- Ignoring legislative mandates
- Patronizing or condescending manner
- Misreading body language
- Making promises or statements on behalf of others within the group without their knowledge
- Pontificating and wasting time at meetings.
- Being defensive
- Judging others
- Disruptive interacting of personalities
- Developing personal or group rivalries
- Appearing to take sides
- Misperceiving a situation
- Blaming others, e.g., "You should have called sooner."
- Making assumptions
- Patronizing or talking down to others
- Not sharing information
- Ignoring other's comments, speaking over them, or parroting what they say
- Lacking of sensitivity to the partner or park perspective

Techniques for dealing with conflict are as varied as the people involved. There are many resources, books, articles, and training on leadership and conflict resolution available. Points to remember include:

- Accept conflict will happen and be ready to take action quickly to negative comments and actions. It is important to consider how people will react to actions or comments and prepare a response.
- Pay attention to comments or questions that may expose a potential conflict. At meetings, ask participants if they understand planned actions and if they have any questions, comments, or concerns.
- Address conflict up front. When conflict occurs, the first response by most people is to become even more polarized.
- Bring people back into a discussion by going back to the group's purpose.
- Be dependable and approachable so people feel at ease addressing issues.
- Provide resources because a lack of information can create unnecessary stress.
- Show appreciation for the various talents and contributions of the participants.
- Acknowledge and recognize individuals or sub-groups to create stronger feelings of ownership.
- Present a positive attitude about the group and its goals.
- If a partner is not interested in the current priority, maintain a relationship with this person for future activities.
- Ask a neutral party to act as a moderator or facilitator during meetings. This person can re-direct anger, identify issues, and control the process so the group can reach consensus.

Over time, people will come and go. Having a standard for dealing with conflict will provide new leaders the information they will need to sustain the organization.

References used in this chapter:

Conservation Technology Information Center, Leading & Communicating: A Guide for Watershed Partnerships.

http://www.conservationinformation.org/?action=learningcenter_kyw_leadingandcommunicating

Frank, Flo and Smith, Anne. (2000). The Partnership Handbook. Labour Market Learning and Development Unit, Human Resources Development Canada, Place du Portage IV, 5th Floor, 140 Promenade Du Portage, Hull, Quebec, K1A 0J9

<http://www1.servicecanada.gc.ca/en/epb/sid/cia/partnership/handbook.shtml>

Partnership Resource Center, U.S. Forest Service, USDA. (2006) Partnership Guide: The Power of People Working Together.

<http://www.partnershipresourcecenter.org/resources/partnership-guide/index.html>

Pea Ridge National Military Park, Garfield, Arkansas, and Pea Ridge National Military Park Foundation

Pea Ridge National Military Park's Friends Group is called the Pea Ridge National Military Park Foundation and has existed since the mid-1990s. The group was instrumental in raising \$30,000 for the purchase of General Samuel Curtis' uniform coats, making Pea Ridge the only Civil War National Park Site to have the coat worn by the commanding general of the victorious army on display. The Foundation also funded the upgrade of the park's auditorium sound system and continues to fundraise for up-coming park projects.

Superintendent John Scott came to Pea Ridge in 2000 and found the group discouraged. In the beginning, they held small, local fundraising events. Though successful, a small group of people put in many personal hours for minimal financial results. The burn-out rate was high for the Board of Directors. They were experiencing growing pains and finding their place within the park. The small group tried to do everything themselves and were divided on how best to assist the park.

Scott said it is essential that the park be a full partner and advocate for the group. The Superintendent can advise and work with the Friends Groups to define their role in promoting the park's mission. The Board of Directors re-organized and began asking members for more assistance and delegating tasks. The membership was always willing to help, but they just needed to be asked.

The Foundation members also came to understand they needed to spend money to their advantage. They developed a Website and their professional image, which have attracted new members and increased donations.

Although there was some fear of getting involved with businesses outside of the local community, they extended their outreach. The group has now made connections with corporate sponsors to assist and underwrite specific projects and programs. They are finding a bigger return on their efforts.

The group is in its first year of an outreach program called the Festival of the Ozark Civil War Reunion. The group is reaching out to the descendents of the Battle of Pea Ridge and the descendents of the local landowners of the time.

Often Friends Groups fail due to lack of support from the park. All park staff must be committed to the effort. The Foundation members are just as important as paid employees in terms of being treated fairly and kept informed, as they too represent the park.

Scott said, "NPS employees need to understand the benefits of Friends Group, which includes money that goes directly into park improvements, recognition of the park, advocacy for the park's best interest, and they can develop contacts that the park might not be able to develop on its own. It is worth spending time with the park's Friends Group: it will pay off in the long run."

Chapter Three — Moving from Ideas to Reality

Members of Friends Groups should be able to state the purposes for the actions they plan to take. Why does the group exist? What do they want to accomplish? A Mission Statement with goals and objectives creates a framework to answer these questions. An Action Plan specifically creates the framework in which the objectives will be accomplished. The information is used for keeping participants on track, communicating to outsiders, and measuring results.

Working through this process takes time and effort. A facilitator can assist in keeping the process moving and free-up participants from running the meetings so they can concentrate and be more involved in the dialog of the meetings.

Naming the Friends Group⁸

The name of a Friends Group can immediately provide the purpose of the organization to others. A name should communicate a place or program that people will be motivated to support. A good rule of thumb is to include the park, park clusters, or unit name. You are establishing an identity and a brand that you want people to remember and make a positive association with. The name should convey an organization that people will give to versus one that suggests that you make grants. Choices include: Friends of ..., Conservancy, Foundation, Trust, Fund, etc.

If your Friends Group plan to incorporate and obtain nonprofit status, it is important to ensure that the organization name selected is not being used by another group. A simple online search can help to eliminate this possibility. Also, check the Federal Trademark Registry and the state trademark registry. With today's use of the Internet, it is also important to find a domain name that is available. Go to *www.networksolutions.com* to check the domain name registry.



⁸http://www.nps.gov/partnerships/friends_groups_doc.htm#anchor2

Mission, Goals & Objectives⁹

A **Mission Statement** is the excitement and the potential what the group wishes to accomplish. As the group proceeds, it is the touchstone for the organization and the basis of the goals and objectives. A definitive statement can take more than one meeting to write and convey the organization's purpose. It also provides focus and guidelines for the developing organization as it grows.

The Mission Statement should be bold, but short and direct; two to three sentences are adequate. When the following questions can be answered, the mission statement begins to evolve:

- Why is the organization necessary?
- What will be improved?
- What does the group want the future to look like?

A mission statement can be for a specific project, e.g., completing a visitor center, or be on-going, e.g., create an endowment fund for education or interpretive projects. The discussion is just as important as the outcome as it provides opportunities for all participants to share their views. A list of NPS Friends Groups and their Mission Statements can be found at <http://www.nps.gov/gettinginvolved/partnerships/Friendsgroups.htm>.

Goals state what is to be accomplished in non-measurable ways to attain the mission. There can be any number of goals, but they should be realistic and achievable. This is the 'WHAT' part of the plan that the organization will follow.

Objectives are specific, measurable actions that must be taken to accomplish a goal. This is the 'HOW' part of the plan.

Another function of the Mission Statement, Goals, and Objectives is to prepare the group to become a recognized charitable organization. This is commonly referred to as receiving a 501(c)(3) or nonprofit status. Donations to formal nonprofits are tax deductible, which is attractive to some people. The mission statement will be a key element in obtaining this tax status. The organization needs to assure the mission statement fits the requirements of the Internal Revenue Service for nonprofit status. A group must be involved with at least one of these categories: scientific, educational, or charitable.

Hanson, Mary A., Haertel, Kandee. 2003. Getting Organized: Creating an Equestrian Advocacy Organization. Equestrian Land Conservation Resource Publication. Lexington, KY

Example of a Mission Statement & Goals from the Mississippi River Fund Strategic Plan

MISSISSIPPI River Fund

The Mississippi River Fund's mission is to strengthen the enduring connection between people and the Mississippi River and build community support for the Mississippi National River and Recreation Area.

We do this by:

- Raising funds to support of the Park's education and stewardship programs
- Increasing awareness of our National Park and the Mississippi River
- Providing community connection, expertise, advocacy and inspiration for the Park

Action Plan

An Action Plan identifies the specific activities that will take place within a specific time frame. It prioritizes and identifies which actions need to be taken first before other goals or objectives can be accomplished. The short-term actions are typically completed within one year. Some activities can be implemented concurrently, but others will have to wait until a later, more appropriate time.

An Action Plan can be laid on a chart providing a graphic representation to help members visualize the activities that need to be completed.

Action	Completion Date	Person	Resources Required	Status
Membership Base	December	Fran Smith	Assistance entering data	Still need volunteers for entering data
Create Newsletter	January 1, 2008	Joseph Santo	Publishing software, Printing bids, Bulk mailing permit	Have donor for software Need businesses for bids Waiting on nonprofit status
Purchase Historic Building	January 2011	Loye Carmel & Superintendent	Fundraising Plan Donor Recognition Plan	On hold until incorporation is completed.

Table 1. Example of an Action Plan

Recruiting Board Members

Leadership in the working world is driven by production, and people are compensated by receiving their wages and benefits. Involvement in a Friends Group is a volunteer effort. The rewards can be the personal satisfaction of accomplishment, the recognition by others, the interaction with others, or the participation in a topic a person feels passionate about.

Beyond the planning process of creating a Friends Group, a Board of Directors will be needed to accomplish the work. The responsibility to issue invitations to join the board will come from the initial group, who will likely have created an informal nominations committee. The park Superintendent and staff will be able to work with the committee to identify board prospects. NPS staff will also be able to attend meetings with board prospects, provide limited clerical support, and, when it does not unduly burden park staff, offer familiarization tours.

According to the Center for Nonprofit Management the responsibilities of nonprofit boards fall into four major categories (http://www.cfnp.org/ResourceInfo_DevelopBoardOfDirectors.htm):

- Legal and fiduciary
- Oversight of the organization and its management
- Fund raising
- Representation of different constituencies' viewpoints as well as the demographics of the community.

A sample board recruitment grid is available at http://www.managementhelp.org/boards/brd_grid.htm and another is found in the next section of this document.

When beginning to recruit board members there should be discussions that cover responsibilities and contributions of time, efforts, and, if appropriate, financial support. It is advantageous to have a board member position description, with a statement of duties and an agreement that sets forth length of their term, the succession process, and their expected annual involvement and contributions. In this way, new board members understand expectations and obligations from the beginning. The number of board members is customized to suit the situation of the group; however, as a general guide there should be no fewer than five unrelated board members. Board membership should reflect the diversity of the communities served by the organization.

As the organization develops, committees of two to five board members may be established for basic functions such as board recruitment, fundraising, finance, or evaluations. These committee members can do in-depth, focused work between full board meetings and report back and make their recommendations to the full board. This allows for more efficient use of board members' time and skills.

Boards can include additional committees and workgroups, such as for special events, as a way to attract others with connections and expertise without requiring a commitment to serve on a board. These committees and workgroups may also serve as stepping stones to board membership.

NPS employees may not serve as members of the Board (voting or ex-officio), but they can however serve in a liaison capacity.

Where to Find Board Members

It is likely that both the original group and park leadership will have an idea of the key people in the community they would like to see have a greater involvement with the park. Beyond that there are other ways to cast a wide net. The group or its nomination committee can, in cooperation with the park, make presentations to service clubs, churches, social clubs, schools, and community meetings. These approaches can reach a wide audience. Individual contacts also work very well. Personal visits are especially effective for involving prominent members of the community. Media releases, letters to the editor, and written articles can be effective in raising interest in the community, but will not be a substitute for a face-to-face, personal contact. Typical places to begin reaching out to potential contacts can include:

- Community leaders (city council, chambers of commerce, economic develop groups)
- Organizations supporting a similar focus as the park (history, natural resources, recreation, etc.)
- Businesses
- School boards and teachers
- Service clubs
- Conservation or environmental organizations
- Universities or colleges
- Local residents interested in similar issues

Selection of board members can be accomplished through review and discussion of existing information about the nominees, their skills, and the needs of the organization. A board planning matrix should be used to organize discussions and highlight potential members as shown in the following example.

Table 2. Matrix for Creating a Friends Groups' Board of Directors

Characteristics Names	Considered a Community Leader	Has expertise on park's main purpose	Has financial experience or contracts	Good public Speaker	Interested in helping
Phyllis Snow, Mayor	X		X	X	
Robert Mercer Auto Shop Owner	X				X
Manuel Rossi Banker	X		X		X
Stephanie Choo Resident		X		X	X

Not every person approached will want to be intensely involved as a board member. However, they may be willing to volunteer for a one-time activity, donate money, or assist as long as they do not have to take the lead. It will be important for the core group to start and maintain a contact list of these individuals. This can be used later to disseminate information on the work of the group or progress toward its formalization in order to ensure they have ample opportunity to be involved should something develop that interests them personally. In addition, these people may be interested in short-term committees, and this level of involvement, can be an opportunity to develop future Board members.

One of the biggest challenges in working with Friends Groups is managing the expectations and orienting the Board members to park purpose, NPS Mission, and constraints of Federal Processes.

—Cindy Nielsen, Superintendent, Great Basin National Park

Board Responsibilities into the Future

Initially, the board members take an active role creating and running their organization. They not only volunteer their ideas, knowledge, and financial support, but also complete the physical work of making contacts, fundraising, creating newsletters, writing letters, etc. Eventually if the group grows and wishes to continue there will be a decision to hire staff.

The board then plans how to structure the organization, hire staff, and create continuing sources of funding, to not only accomplish projects that support the park, but also support the expenses of staff and overhead. The board members' responsibilities move from the day-to-day operations of the organization to primarily governance and oversight activities. For an article on the life cycles of organizations go to <http://richardmale.com/documents/NPOLifeCycle.pdf>.

Financing a Friends Group

Most groups begin as an all volunteer organization. Typically there are no funds for either startup or project work. The first expenses of travel, meals, telephone calls, printing, stamps, etc. most likely will be paid by the participants from their personal funds or small donations.

Money is never the main focus of the organization, but it is often an important topic towards the accomplishment of the group's goals. When recruiting board members, people with the ability to raise funds or approach others for donations are very important.

Once a group determines what is to be accomplished, a budget is created. It can be very basic at first. A treasurer is appointed or elected. This person will track and report on monetary matters at each meeting. If or when a group decides to hire staff, a budget will have to include categories for compensation and benefits. The staff can take over the tracking of expenses and incomes for the group with oversight by the board.

Some funds will be needed to support the operation of the Friends Group. Initially this can be travel expenses, printing, and mailing costs. Eventually, if a group grows there may be expenses for staff and office. Partners need not seek NPS approval to raise funds expressly restricted to use in administration of the organization. It is the board's responsibility to assure the organization covers its expenses while still providing funds for projects.

The following is an example of a typical partnership organization's budget. The treasurer should work with committee chairs to assure each project or expense is tracked. At the end of the calendar or fiscal year a financial report that includes expenses and income is finalized. It provides a review of how the actual budget compared to the projected budget, and then used to create the next year's budget.

Table 3. Example of a Friends Group Start-Up Budget

Compensation and Benefits		Printing and Publications	
Executive Director <i>if any</i>	_____	Copying	_____
Full Time	_____	Publications, Graphics	_____
Part Time	_____	Donor Newsletter	_____
Administrative Support <i>if any</i>	_____	Donor Envelopes	_____
Full Time	_____	PR/Media Services	_____
Part Time	_____		
Training, Conferences <i>i.e. Friends Alliance, APPL Foundation Center</i>	_____	Travel and Meetings	
		Out-of-Town Travel	_____
		Local Travel	_____
		Entertainment	_____
		Facilities and Arrangements	_____
		Awards and Recognition	_____
Consultants/Professional Fees			
Fundraising	_____	Supplies/Equipment	
Legal	_____	Office Supplies	_____
Accounting, Audit	_____	Equipment Leases	_____
Investment Management	_____	Maintenance Agreements	_____
		Non-Depreciable Equipment	_____
		Furniture Purchases	_____
		Depreciation	_____
Fund Raising Projects			
Major Gift Solicitation	_____	Space Cost	
Direct Mail/Memberships	_____	Rent	_____
Special Events	_____	Cleaning	_____
		Maintenance	_____
		Alterations/Improvements	_____
		Storage	_____
Communications			
Phone, Fax, Long Distance	_____	Insurance/Service Fees	
Postage Shipping, Courier	_____	Insurance	_____
Donor Software	_____	Bank Charges	_____
Other Software	_____	Payroll Processing	_____
On-Line Services	_____	Business Fees, Licenses	_____
Subscriptions Memberships	_____	Miscellaneous	_____
		TOTAL	_____

Chapter Four — Formalizing the Friends Group

Becoming a Nonprofit (501(c)(3) Organization

The majority of NPS related Friends Groups have charitable or educational purposes and may incorporate as Internal Revenue Service (IRS) recognized nonprofits to obtain tax-exempt status. Creating a new nonprofit is neither easy nor fast, but it is essential to allow donors to claim tax deductions for their contributions.

NPS may require nonprofit status if the group will be taking donations, but the group can also partner with another organization that already has formal nonprofit status. When writing any formal agreements with the NPS, information on who will be managing funds should be included.

The information provided here is for general guidance only and not to be taken as legal guidance. Before finalizing any formal documents or agreements, everything should be reviewed by an attorney. Other professionals who should be consulted are an accountant and an insurance agent.

Once a group decides to become a formal entity, there are multiple state and Federal requirements. The following steps are a general guide and may not apply to all situations. Often a new group may do much of the initial work themselves and then have an attorney review the paperwork before submission. In situations that are more complex, legal assistance may be necessary throughout the process.

More information on meeting the federal requirements of nonprofit, also called 501(c)(3), statutes can be found in Appendix C and the Internal Revenue Service web site
<http://www.irs.gov/pub/irs-pdf/p557.pdf>.

Friends Groups will need to register in the states in which they will be raising funds. The Unified State Registration Form is a good place to start for information on the requirements in each state: *<http://www.multistatefiling.org>.*

Articles of Incorporation

The first step in formalizing the Friends Group is to draft the legal incorporation document — the "certificate" or "articles" of incorporation — and filing the document with the state's charitable registration office. This is usually the office of the Secretary of State or Attorney General although some states house this function in the Department of Consumer Affairs, Administration, Business Regulation, Commerce or Regulatory Licensing. The National Association of State Charity Officials, <http://www.nasconet.org/agencies>, can determine where to file. The Foundation Center notes that in some states, approval must first be obtained from any state agency that will be regulating the proposed programs of the nonprofit organization.

Information required for Articles of Incorporation generally includes the following items:

- The name of the corporation
- The purpose of the corporation with the goals of the organization stated broadly in order to provide program flexibility in the future, and do not include purposes that will trigger state agency reviews of the proposed incorporation unless the organization in fact plans to conduct those programs.
- A statement that the corporation does not afford "pecuniary gain," or profit, to its members
- The period of duration of corporate existence, which may be perpetual
- The location, by city or community, of its registered office
- The name and address of each incorporator
- The number of directors constituting the first board of directors, the name and address of each director, and the tenure in office of the first directors
- The extent of personal liability, if any, of members for corporate obligations and the methods of enforcement and collection (There will be none, except in unusual circumstances.)
- Include provisions for the distribution of corporate assets and for dissolution
- The document will state whether the organization will be ruled by just the Board of Directors or if the membership will have voting privileges. A statement that membership is the Board of Directors can be advantageous for non-membership organizations. Without such a statement, it could be assumed that the corporation has a separate membership that elects the Board of Directors. Members may have significant rights with respect to internal governance, such as the right to elect and remove directors, vote upon changes in the structure of the organization, and amend bylaws. While there can be significant benefits to forming a corporation as a membership corporation, it also imposes legal obligations in preserving the rights of members to participate in the corporation's governance.

Additional guidance on creating a nonprofit can be found on the websites of the IRS: <http://www.irs.gov/charities/charitable/article/0,,id=122725,00.html>. In addition, BoardSource has a free e-book on starting a nonprofit, see: Starting a Nonprofit Organization: Turning Vision into Reality: <http://www.boardsource.org/Knowledge.asp?ID=2>.

For more information see "Legal Aspects: Cutting the Red Tape," from Starting and Running a Nonprofit Organization, Second Edition by Joan Hummel (University of Minnesota Press, 1980, 1996) pp.31-33. More information is also available at the websites of the Foundation Source (<http://www.foundationsource.com>) and the National Council of Nonprofit Associations (<http://www.ncna.org>). For the Free Complete Toolkit for Nonprofits visit <http://www.managementhelp.org/boards/boards.htm#anchor314119>.

It is necessary to file to incorporate as a tax-exempt, nonprofit corporation with the Secretary of State or the charitable registration office in the state the nonprofit will operate. Many states have associations of nonprofit organizations which have state-specific information available through the State Association Directory at the National Council of Nonprofit Associations <http://www.ncna.org/index.cfm?fuseaction=Page.viewPage&pageId=641>. Some of these associations have training programs on starting a nonprofit.

Incorporation and filing expenses can range from hundreds to thousands of dollars. Members can do most of the paperwork, but it is advisable to have an attorney review the documents before they are filed. Appendix B has examples of these documents, which can be adapted to fit specific situations. The corporation may cross state lines, but will only apply for incorporation in the state where the registered office is declared. If an attorney is part of the group, they or their firm may be able to review and file the papers pro bono, professional work undertaken voluntarily and without payment as a public service.

Because it is a nonprofit organization, the group will not have stock like a private, for-profit corporation.

After the organization's incorporation, the first meeting of the incorporators should be held. State law may require nonprofit corporations have bylaws and conduct themselves in a certain manner and within certain structural limitations, e.g., having a board of directors, officers, periodic meetings, financial records, and meeting minutes, etc. It is necessary at the first meeting to adopt the initial bylaws, elect the officers, and conduct any other business to begin the Group. By policy, NPS employees cannot serve as members of the Friends Group's Board of Directors, but may be ex-officio members or advisors.

Once the Friends Group is notified by the state that they are incorporated and have been granted state tax-exempt status, they may then apply to the IRS for the organization's Federal tax-exempt status using a Form 1023.

Bylaws

Bylaws govern the mechanics and rules of operating a nonprofit corporation. They differ from articles of incorporation with more detail than an outline of the organization. The officers and their duties will be described and voted upon at the first meeting of the board. There are many sources and examples for bylaws. The Foundation Center has an electronic library of articles at <http://foundationcenter.org/getstarted/guides/nonprofit.html> and there are many examples of bylaws available on the Internet.

Most bylaws articles should include:

- Purpose/Intent of the Corporation
- Location of the Office/Offices
- Board Members—Qualifications & Method of Selection
 - Voting/Nonvoting, Terms
 - Quorums
 - Chairmanship of Meetings
 - Provisions for Hiring Staff
 - Standards of Conduct
 - Officers/Trustees
 - Title and Management of Property
 - Committees
 - Vacancies
 - Purposes
 - Dues, Duties, Dates, Times, and Conditions for Convening Meetings
 - Notice of Meetings
 - Compensation
 - Kinds of Directors Transactions
 - Vacancies
 - Powers
 - Composition and Number
 - Board Appointment
 - List of Committees (standing and ad hoc)
 - How committees operate
- Advisory Board (if intended to have one)
- Fiscal Policy
- Liability and Limitations
- Amendments
- Dissolution
- Miscellaneous

It is a good idea to review the bylaws every year or so to keep them current. It is also advisable to have a copy of the bylaws at meetings to consult during board meetings if questions arise. Some boards create board handbooks including these reference documents so each member has them for ready reference. Bylaws can be amended by a vote of the membership at the annual meeting or by a vote of the board if the organization is created to be managed by the Board of Directors.

Once the organization is recognized as a 501(c)(3) there will be annual reporting requirements. Whether a private group has taxable income for or activity during the year, all private foundations are required to file an annual return to the IRS on Form 990-PF, Return of Private Foundation. For more information on reporting to the IRS go to <http://www.irs.gov/charities/foundations/article/0,,id=141361,00.html>.



Members of the board of the Friends of Moccasin Bend National Park with CHCH Superintendent Shawn Bengé at the Friends' Lecture Series in Chattanooga, TN.

Tips for Success:

- Keep the articles of incorporation and bylaws simple to afford flexibility.
- It is important to keep track of decisions for future reference.
- If work is to be assigned to a committee, it should be tracked, and have target dates for when results are to be reported the board.
- It is critical to be consistent in “how” business is conducted and always with the intent to work toward building trust.
- Maintain records and compete annual reports as required.

Chapter Five — Formalizing the Friends Group

Agreements

A Friends Group (also called General or Partnership) Agreement is required when an ongoing relationship is anticipated between the NPS and a specific park or program support organization, such as a park Friends Group. It is designed to formalize the relationship between the NPS and its partners. It addresses the relationship in broad terms, and incorporates clauses that are universally applicable to future partnership activities. Other activities such as fundraising, construction, transfer of federal funds, program development and operations, acquisition, etc., are administered through other types of agreements. These agreements may tier off and incorporate by reference the Friends Group Agreement. For an agreement template and an example see Appendix C.

The NPS is authorized by law (General Authority to Take Actions That Promote and Regulate Units of the National Park System: 16 U. S. C. § 1) to enter into agreements with other agencies and organizations. These agreements establish formal relationships that allow the NPS to more efficiently and economically accomplish its mission. Applicable laws and regulations prescribe the manner or conditions under which agreements may be entered. NPS managers also have some latitude in crafting and entering into agreements.

A list of all authorities and regulations related to Partnerships can be found at: http://www.nps.gov/partnerships/DO_agreements.htm.

This information is subject to change, so the site should be visited to obtain the latest information.

Friends Group Agreements may authorize non-project specific fundraising activities such as annual or membership campaigns, planned giving, events, e-philanthropy, grants, etc., to help the partner in its efforts to support a park where such support is explicit.

Partners generally do not need to seek NPS approval to raise funds expressly used in the administration of the partners' organization. However, NPS approval is required when a partner wishes to initiate a project-specific fundraising campaign, e.g., fundraising for construction of a facility, support of a specific educational program, or an endowment designed to benefit the park or program.

Fundraising Agreement for Specific Projects

A *Fundraising Agreement* is required when fundraising efforts are implemented to support specific projects such as the planning and implementation of a new park program or the construction of park facilities.

While the NPS does not regulate the conduct of fundraising partners, fundraising activities that provide donations to the NPS are only appropriate when consistent with the law, mission, goals, and policies of NPS and the Department of the Interior. To ensure consistency, in most cases NPS only accepts donations from fundraising campaigns for its benefit that have been conducted pursuant to written agreements with its fundraising partners.

Where a Friends Group Agreement between NPS and a partner already exists, fundraising agreements may “tier off” from the existing Agreement. Pursuant to Chapter 8 of Director’s Order #21 (DO#21), a formal Fundraising Agreement is required for project-specific fundraising activities. Two model Fundraising Agreements are contained in the DO#21 Reference Guide and can also be found in Appendix C.

Highlights from the DO#21 on Donations & Fundraising include:

- Parameters for the activities of NPS employees who directly accept and/or work with organizations who seek to raise money to benefit NPS.
- Guidelines for the NPS when working with Friends Groups and other nonprofit fundraising partners.
- Assurance that all activities related to fundraising maintain the integrity of the parks, the impartiality of the NPS, and public confidence.
- Verification that fundraising activities are not to be authorized in other forms of NPS agreements, e.g., Cooperating Association Agreements, Cooperative Agreements, or Grant Agreements.

A copy of DO#21 is available at
<http://www.nps.gov/policy/DOrders/DO21-reissue.pdf>.

Donor Recognition Plan

A *Donor Recognition Plan* sets out the basic philosophy to guide donor recognition activities. It provides a framework for donor recognition in a park or by a program, ensuring that recognition is commensurate with the level of the gift, while allowing a measure of flexibility to meet the needs of individual donors. The plan also helps fundraising partners understand the means and levels of recognition that the NPS can provide. A plan can be simple or elaborate depending on the requirements and desires of the Superintendent or Friends Group.

A Donor Recognition Plan is required for all parks and programs that receive or are likely to receive donations. This is a requirement of the NPS, not the partner. However, donor recognition must be addressed by the partners in their fundraising plan(s). While these plans will vary from park to park and from program to program, several fundamental policies control all such plans. For examples of these plans see Appendix D.

Donor Recognition Plan Requirements

- Donor Recognition Plans (DRP) must be pursuant to written agreements and consistent with DO#21.
- DRP should be developed with the partner at the park level, with Regional Director's approval.
- DRP should include, at a minimum, the following elements:
 - A statement of the basic philosophy of donor recognition opportunities consistent with park mission, purposes, and plans
 - Procedures for acknowledging/thanking donors
 - A hierarchy of donor levels and associated recognition
 - The range of allowable forms of in-park recognition, as well as the appropriate locations, consistent with this section
 - Criteria for donor boards or walls, if any, including the location, minimum thresholds for recognition, and the length of time the recognition is in place
 - Conditions under which donors/donations to partners will be recognized by NPS consistent with DO#21, Section 6.1.1.

DRP for parks that receive minimal donations (less than \$50,000 annually) may be as simple as a memo stating that the park will send a thank you note in response to any donation. Provide a written response back for all donations and include recognizing the amount donated. This meets the IRS requirement for documentation if the donor wishes to take a tax deduction.

DRP are developed and approved at the park and program level with the concurrence of the appropriate Regional or Associate Director. Regional Directors may establish common recognition standards that apply to multiple parks within a region and Associate Directors may establish common recognition standards that apply to multiple programs within a directorate.

Friends Group Donor Recognition

While the previous section discussed the park's donor recognition plan, the primary responsibility for recognizing and thanking donors falls to the Friends Group, as the entity first accepting the donation. Friends Group donor recognition plans should complement a park or program plan with respect to the donor recognition provided by the NPS. Friends Group donor recognition plans should be reviewed and approved by the Superintendent if they include in-park recognition to ensure consistency with the park's plan. This will assure that a fundraising partner will not inadvertently lead a prospective donor to expect a level of recognition that NPS cannot, or will not, fulfill.

Information on in-park and off-site donor recognition can be found at http://www.nps.gov/partnerships/donor_partner_plan.htm.

This website includes more ideas and examples on the following:

- Recognition of individuals
- Recognition of Foundation Giving
- Recognition for Corporate Contribution
- Letters of Acknowledgement
- Personal Notes and Calls
- Publicity
- Special NPS Events

Friendraising, NOT Fundraising is the Focus

Successful Friends Groups are created for ‘Friendraising’, not just for fundraising. The Friends Group’s members have a passion for the park and a desire to help fulfill its mission. If the goal requires financing beyond available funds, a fundraising effort is often undertaken. Although NPS employees may not solicit funds, both the Superintendent and Friends will need to consider their roles in the fundraising venture.

NPS can facilitate the fundraising efforts of Friends Groups in many ways:

- Identifying projects/programs appropriate for private philanthropy
- Allowing non-obtrusive display/distribution of materials about an authorized fundraising partnership or activity
- Creating publications, progress reports, graphics, presentation, etc
- Attending planning meetings
- Providing site visits and tours
- Working with Friends Group in co-sponsoring events
- Applying for competitively awarded grants
- Participating in Friends Group donor cultivation events

The Friends Group’s role can include:

- Working with NPS to engage the public in philanthropy to benefit the park or program
- Fundraising in accordance with written fundraising agreement
- Holding and managing endowments
- Allowing review of fundraising campaign materials
- Working with the NPS to develop appropriate donor recognition
- Assessing fundraising readiness
- Holding and managing endowments

Fundraising is a necessary part of the life cycle of a nonprofit organization, but is not the main objective. It is a means to an end: fulfilling the organization’s mission and taking advantage of opportunities to support the park or program.

Assessing Readiness¹⁰

The Association of Partners for Public Lands (APPL) has developed a series of self-assessment tools. The full series of checklists is available from APPL. This section includes two summary versions which were presented at a joint training class on fundraising basics held in partnership with the NPS in the fall of 2007. The first assists the board and staff of the Friends and the park to look critically at the partnership to assess its ability to begin, or support, fundraising based on achievement of certain benchmarks, while the second guides a review of the strengths of the Friends related to their capacity to raise funds.

Benchmarks

- Fundraising provides a means for people to become involved and express their support for public lands.
- Fundraising practices adhere to nationally accepted standards and to public lands agency policies.
- Fundraising provides revenue for identified needs, and advances the mission of the organization and agency(s).

In assessing readiness for fundraising activities, the Friends Group should be able to agree with each statement¹¹:

General Organization

- The organization is nonprofit and tax exempt.
- A concise, organizational mission statement is written and available.
- A concise, written history of the organization is written and available.
- A written, multi-year plan supports the vision and mission of the organization, with goals, objectives, and programs projected over the next 3-5 years.
- The plan is based on assessment of current and future constituent needs.
- Both the board and staff are involved in the plan and committed to its implementation and evaluation.
- Mechanisms are in place for receiving and evaluating feedback from various sources.

¹⁰Reprinted with permission from "Self Assessment Tool for Nonprofit Public Lands Partners," Association of Partners for Public Lands, Draft 2007

¹¹Reprinted with permission, Association of Partners for Public Lands.

Fund Raising Experience

- The organization has done fundraising previously or has an advisor.
- Staff and/or board members have previously raised funds for a project.
- There is a process in place for setting annual fundraising goals.
- Methods for fundraising (one-on-one, direct mail, telephone, written proposals, special events, etc.) are determined based on what is best for the organization rather than what appears to be the easiest or fastest method.
- Funds are raised in an ethical manner for activities consistent with the organization's mission and plan.
- The fundraising program is staffed and funded at a level consistent with fundraising expectations.
- The organization is accountable to donors and other key constituencies and will demonstrate its stewardship through annual and periodic reports.
- A membership program is in place.

Staff and Volunteers

- There is understanding of the organization's mission and philosophy by staff, board, and other volunteers.
- A sense of vision and continuity is provided by the leadership of the organization.
- The organization's board, staff, and volunteers are committed to a fundraising program.
- Board members represent the community, the organization's constituents, and target audiences.
- Board members are committed to giving and obtaining gifts for the organization.

Constituencies and Prospects (Feasibility)

- There is an understanding of the organization's mission by the organization's constituencies, prospective donors, and the general public.
- The organization has identified who it serves and who it wants to reach.
- A constituency analysis had identified the markets (individual, corporate, foundation, association, etc.) that have the greatest funding potential for the organization.
- Further refinement has identified specific prospects with linkage, interest, and ability to give to the organization.
- Donors and prospects are provided with opportunities to become involved in the organization and communicated with throughout the year, specifically at times other than when being asked for money.

Financial Procedure

- The organization adheres to generally accepted accounting procedures.
- The organization has registered with proper state authorities for fundraising.
- A financial plan predicts income and expense requirements for annual operating/program needs, special purpose/capital needs, and endowment/cash reserve needs.
- The financial plan identifies dollar amounts which must be raised each year for these needs.
- The budget allocation for fundraising and the supporting public information program are adequate to support an effective program.

Office Support Systems and Procedures

- An in-house mailing list is computerized, with procedures for updating/purging information, and with the capacity for growth.
- A complete, or even partial, database of contributors and their past levels and types of support exist.
- A gift recording and gift acknowledgments system has been developed.
- A mechanism is in place for systematic renewal of past/lapsed donors.
- A mechanism is in place for capturing key information about members, donors, and prospects.
- Office equipment is adequate to accommodate database and communication needs.
- Backup procedures are used to ensure against loss of data.
- Assure security and privacy of donors' personal information.

Rank each statement on a scale from 1 to 5.

1= This is never the case 5= This is always the case.

Board Staff Agency
Partner

Planning and Policies

The agency and organization jointly plan to achieve mutual objectives with roles and responsibilities defined.

Expectations are mission-focused, mutually understood, and communicated to appropriate line staff and volunteers.

The organization's core documentation is up-to-date, including IRS 501(c) (3) letter of determination, audited financial statement, fact sheet, and listing on GuideStar. For older organizations reports from organizations such as the BB's Wise Giving Alliance (Give.org) have been reviewed and issues identified have been addressed.

Agency agreements and fundraising plans are in place and appropriate to the scope of fundraising efforts.

Protocols are in place to ensure that all donations accepted will maintain the integrity and impartiality of, and public confidence in NPS, DOI, and our organization.

The organization has registered with proper state authorities for fundraising.

There is a case for support (case statement) for the organization and for major projects and programs.

A financial plan predicts income and expense requirements, with dollar amounts that must be raised annually for identified needs.

The budget adequately supports an effective fund raising program.

A gift acceptance policy exists that clearly defines the types of gifts and assets the organization will accept.

Systems & Processes

Funds raised for activities are consistent with the organization's mission and plan.

Fundraising materials provide informative, accurate, and truthful information.

Board members contribute as well as engage in fundraising endeavors.

Adequate donor database, management, and accounting systems are in place to maintain communications, donor history, and financial records.

Online contributions are processed through a secure site.

Rank each statement on a scale from 1 to 5.

1= This is never the case 5= This is always the case.

Board

Staff

Agency
Partner

Donor Engagement

Donor rights and confidentiality are observed.

The organization demonstrates accountability to donors through communications, i.e. annual and periodic reports.

Gifts are acknowledged in a timely and appropriate manner and receipts include the required IRS and state disclosure information.

Contributions/grant funds are used for the purposes for which they were donated (restricted funds are not used for operating expenses or other purposes).

A donor recognition plan exists and donors are recognized appropriately for their support.

Benefits of membership programs are appropriate, cost effective and valued by constituents.

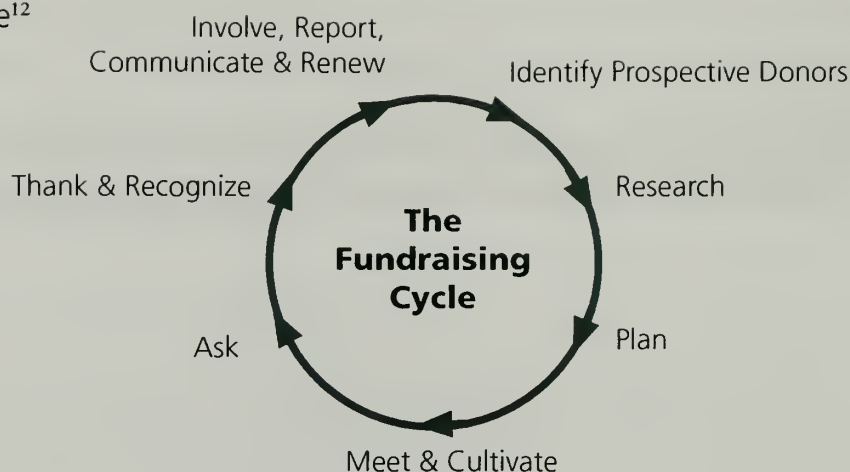
Management & Monitoring

A feasibility study is conducted before major capital campaigns are initiated.

Employees/fundraising consultants are not compensated based on a percentage of funds raised.

Overall costs of fundraising are measured and monitored, with a goal of maintaining fundraising costs at 20 percent or less of funds raised.

The Fundraising Cycle¹²



Fundraising is a business in and of itself with a wide range of possible funding sources to tap. The members or staff of the Friends Group will need to outline a plan for fundraising, including the amount to be raised, the audience, the type of appeal, methods of recognition, a budget, etc. The Fundraising Cycle above demonstrates the interaction of all parts of a fundraising effort.

Fundraising is a continuous process, beginning with introducing the organization to the prospective donor and cultivating his or her interest in the organization. It follows a cycle that includes:

- Prospect Identification — evaluating the constituent base and targeting potential donors
- Research — adding pertinent information about the prospects to understand their interests and motivations; this includes an assessment to determine whether a donation from a potential prospect will meet the standards identified in DO#21, Sections 6.1.1 and 8.5, and the agreement between the NPS and the Friends Group
- Planning — developing the appropriate methods of engaging prospects in the organization
- Cultivating — enabling the prospective donors to learn about the organization, its leadership, its vision for the future, and effectiveness of past programs
- Asking — soliciting the gift by stating the case, listening, asking, and awaiting the prospect's response
- Thanking & Recognizing — including not only an immediate written thank you letter, but also verbal thanks, and other public acknowledgement based upon the recognition plan
- Involving, Reporting, Communication, and Renewal — informing donors of the organization's success in delivering the service for which the gift was solicited, engaging them in the work of the organization, and providing opportunities for continued support

¹²Fundraising Basics — Understanding the Fundraising Process. Partnership Office, National Park Service (2007)

Donor Pyramid



The array and inter-relationship of fundraising strategies that park support organizations employ can readily be envisioned through the illustration of a Donor Pyramid. Optimally, a comprehensive fundraising program employs strategies at each level of the pyramid to engage first-time donors at entry levels and cultivate them to make successively larger gifts at the upper levels over time. More information concerning the Donor Pyramid can be found through the NPS Partnership website.

Chapter Seven — Outreach & Media

The most effective way to reach the largest number of people is through the media. Donna Asbury, Executive Director of the Association of Partners for Public Lands states, “Friends Groups can augment the efforts of the NPS in reaching the public with important messages regarding upcoming events, conservations efforts, and opportunities to volunteer or contribute to the goals of the park or a specific park project.” For these purposes, Friends Groups should coordinate media coverage with the park liaison and the park’s public information officer.

It will be important to cultivate a relationship with the reporters on staff of local radio and TV stations and newspapers who regularly cover the kinds of stories that relate to the work of the Friends Group. These contacts and relationships will help in positioning stories to get media coverage: for example, an announcement of a successful program or project or a special event.

Board Members should be willing to make presentations on projects and events to local government entities, Chambers of Commerce, service clubs, or businesses that might be interested in participating. These contacts can be helpful in identifying potential participants (and information outlets) for an event and donors. It is helpful to inquire if they will mention the event in their member or employee newsletters.

When the media and outreach focus is on a specific event, as much possible and appropriate, members should work with the park to publicize the event to park visitors through the park newspaper, notices in the visitor center, on bulletin boards, websites, etc. Always identify a Friends Group member with their contact information for further information or questions.

Typical Points of Contact for Public Relations:

- Park Superintendent
- Public Affairs Specialist
- Community Outreach Coordinator
- Chief of Interpretation and Education
- Volunteer Coordinator

News Releases

News releases should provide all of the information a reporter needs to write a basic story on an event, project, or program, including contact information for more in-depth queries or interviews.

The NPS Graphic Identity program provides information and examples of newsletter and news release templates and is located at www.graphics.nps.gov.

News releases should include the most important facts:

- Who is sponsoring the event, and who will be participating?
- What is happening?
- Where is it happening?
- When is it happening? (date and time)
- Why is the event being held?

Public Service Announcements (PSAs)

Radio and television stations are required to donate a certain amount of airtime for “Public Service Announcements (PSA).” In addition, newspapers, newsletters, and magazines sometimes provide free space for messages of community interests. A cover letter should include identifying the Friends Group and their contact, the park contact information, and the basics of the PSA. Also, indicate the beginning and ending airdates for the announcement in both the cover letter and in the PSA script itself.

Print PSAs should be sent with a cover letter, press release, and contact information to the public service director at local newspapers and to the editors of appropriate newsletters and magazines.

For radio and television PSAs, contact the public service director to determine:

- What the station’s guidelines are for writing and for submitting PSAs
- The deadline for submitting PSAs to the station
- The station’s preferred length and format (usually 30 seconds)

Internet and Web

While NPS is prohibited from soliciting funds in person, parks are permitted to "develop lists of programs, projects or activities that NPS could undertake with donated support." Director's Order #21, Section 5.1, states that parks may provide information regarding their ability to accept donations in support of their programs, describe to the public and potential donors NPS needs, how donations will be used.

The park's website can also describe the important role that philanthropy continues to play in their park. Most park websites include a "Support Your Park" page that can be used to explain park needs, describe how donated funds are used to help fulfill the park's mission, highlight volunteer contributions, provide instructions on how to make a gift to the park or to the NPS, offer internship opportunities, and include information and links to the park's Friends Groups and Cooperating Association as well as to the National Park Foundation.

The "Support Your Park" pages can include links to park Friends Groups and Cooperating Associations. The links can be inserted within the text description of the work of the group or through the organization's logo. Partner logos are permitted on NPS Internet sites if an approved fundraising relationship or formal acceptance of a donation has been established.

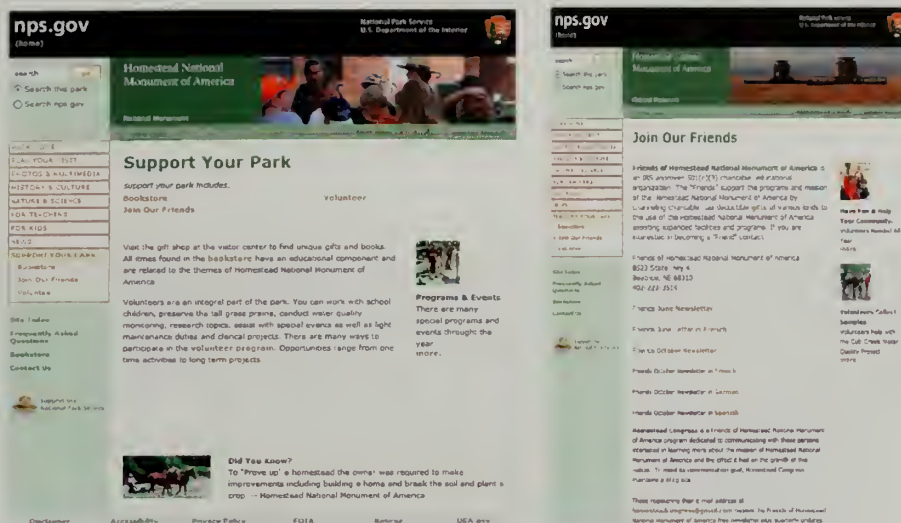
Linkages to partners' websites are allowed if they conform to Departmental information technology management and security policies, and are authorized by written agreement between the park and partner, as described in Director's Order #21, Section 6.3.2.

- For a NPS web page, that includes 'Support Your Park' information view: <http://www.nps.gov/yell/supportyourpark/index.htm>. Notable examples of effective and engaging websites at various parks can be found at http://www.nps.gov/partnerships/park_web_page.htm.

Partner Web Pages

Friends Groups' web pages typically highlight park needs, engage the public in giving to parks and programs, and accept donations to benefit park projects and programs online. Online fundraising efforts must be in accordance with the appropriate fundraising agreements outlined in Director's Order #21, Section 8.1.

Links from NPS websites to non-NPS managed websites will trigger a NPS produced disclaimer intercept, unless the partner's website has been approved by the NPS under a formal agreement, as described in Director's Order #70, Internet and Intranet Publishing, Section 6.7. Friends Group or fundraising agreements, address links, and material to be posted on NPS websites must be approved before posting.



Friends Groups should recognize donors on their websites. A number of partner web pages that have successfully raised funds may be used as examples.

They ensure effective online fundraising by:

- Demonstrating need or worthiness
- Predominately displaying numerous opportunities to donate
- Providing donation options
- Demonstrating that donation page is secured
- Acknowledging every online contribution immediately
- Keeping their constituencies informed while developing an email list
- Soliciting member feedback
- Offering on-line vending services

Information concerning partner web pages and on-line funding can be found at: http://www.nps.gov/partnerships/partner_web_pages.htm

NPS Graphic Identity Program and Use of Arrowhead Symbol

The Graphic Identity Program offers a set of graphic standards to be used for NPS communication materials such as newsletters, reports, site bulletins, brochures, etc. The NPS Graphic Identity program can be found at: www.graphics.nps.gov.

Use of NPS Arrowhead Symbol

The NPS Arrowhead is the well-recognized symbol of the agency. Use of the NPS Arrowhead should be consistent with Director's Order #52D: Use of the Arrowhead Symbol. Director's Order #52D is located at: <http://www.nps.gov/policy/DOrders/52D--60-day.htm>.

Chapter Seven — Managing for a Successful Friends Group

Monitoring & Evaluating

Monitoring & Evaluating

How does a Friends Group know if they are successful? Why does it matter? It is critical to track the work and results. The information reveals the outcomes beyond project results. Was anything accomplished that benefited the park? What actions were the most successful? Has the group grown large enough to take on larger projects? Tracking the time spent on specific activities can report volunteer time that can be translated into in-kind dollars. It can also reflect the commitment level of the group to others, including elected officials.

There are many ways to measure success. The Action Plan should have set out goals, objectives, and benchmarks to use as the basis for assessing the progress and work. Even if the group is small, monitoring and evaluating the effort will assure the park, donors, and Friends Group members that the group is on track and making progress.

It is important to step back and adjust goals and objective to assure the group is making progress. Questions to answer in determining success could include, but are not limited to:

- Are long- and short-range plans in place?
- Is the Group on track to reach their goals?
- Is everyone accomplishing their assigned tasks?
- What has changed that calls for evaluating the Friends Group's goals and objectives?
- Have new people or resources joined the effort that requires adjustments?
- Have problems developed that are impeding progress?
- Who could assist in evaluating the Friends Group's effectiveness and make recommendations?

Although the overall goal might not yet be reached, but knowing that the group is moving toward success can be acknowledged and celebrated. One person or committee may have worked extra hard with great results and should be recognized for their efforts. Likewise, if someone is having problems, monitoring can provide them the opportunity to receive help before they get overwhelmed.



The Friends of Acadia and park staff re-dedicating Homans Path at Acadia National Park.

Updating

Federal policies and rules are continuously undergoing review and updating. A Friends Group must be aware of these changes and make adjustments to agreements, contracts, designs, or other actions as required. Superintendents are kept apprised of these changes and should notify partners.

This handbook has links with NPS web pages, which are updated as changes occur.

Spotlight On

Wilson's Creek National Battlefield, Superintendent Theodore Hillmer and Wilson's Creek National Battlefield Foundation

Established in 1950, the Wilson's Creek National Battlefield Foundation is one of the oldest private sector support groups associated with the National Park Service. It is a nonprofit corporation with IRS 501(c)(3) status. Foundation members support the efforts of the National Park Service at Wilson's Creek National Battlefield with yearly membership donations to the Foundation, additional financial pledges, and volunteer activities.

The goal of the Foundation is to enhance awareness and appreciation of this national treasure is a haven for historians and those who enjoy the outdoors. Equally important to Wilson's Creek is the Foundation's function as the fundraising arm of the park. Through memberships and other donations, the Foundation works to provide funds for projects that are not covered by the park's federal budget.

Membership is open to both individuals and corporations. Since the Foundation's initial purchase of 37 acres on Bloody Hill, site of the heaviest fighting during the battle, the Foundation has worked to preserve and protect the park with many successful projects. Future projects of the Foundation include:

- Purchase and placement of additional cannon carriages
- Establishment of an endowment fund to continue the work of the Foundation
- Fundraising over \$1.7 million for a new visitor center addition

Throughout the years, the Foundation has gone through highs and lows. They have learned that members and donors want to see results. They know to always have a project that people can get involved in and be excited about. That is what keeps this Foundation going.

The Superintendent meets with the Board of Directors once a month and committee members weekly. The Foundation and Eastern National (the park's cooperating association) also get along well and have mutual respect for each other. Everyone's mission is to support the park.

Not every project is perfect, but they get results. Superintendent Hilmer says, "It's all about dealing with personalities. We do not always agree upon everything, but we do 90% of the time and the other 10% we don't worry about."

For new ideas, the park provides the Foundation with the park's annual plan and Foundation members share their ideas. It is this sharing of ideas that keeps creating the successful projects.

Superintendent Hillmer said he really respects the Foundation. "Can this park exist without them? Yes. Can we get as much done? No."

Celebrating Successes

Benchmarks provide an opportunity to recognize volunteers and donors, thus revitalizing the group. The awarding of grant money, reaching a fundraising goal, the beginning construction of a new park, placement of signs, and similar events can be reasons for celebration before the project is completely finished.

Recognizing people, particularly those whose participation has been significant, provides the satisfaction most people appreciate when volunteering. Groups should establish formal or even informal awards to recognize special efforts. It is important to find opportunities for celebration and present recognitions, awards, or acknowledgements in public.

Hosting events and celebrations around accomplishments can also provide outreach opportunities as well as fun. This is an excellent means to involve the greater community and gather new volunteers and donors.

Organizing for the Future

The nature of Friends Groups is that their boards and activity levels ebb and flow over time. Success is directly tied to the energy and commitment of its volunteers. There are times when all the stars align and programs and projects see unprecedented success, while other times only minimum efforts can be maintained.

Centralizing the Friends Group's information in a specific location is recommended to keep records available through the transitions of board membership. This will not only help to keep the organization legally viable through leadership changes and provide information for grant applications and foundation gifts.

The organization also has legal responsibilities to maintain its nonprofit status with the IRS. Organizations must keep and file reports annually. What and how much information will be needed is determined by the amount of money the organization manages. For more information on the forms and information required by the IRS, visit

<http://www.irs.gov/charities/nonprofits/index.html>

As a minimum, the following records should be kept safe, secure, and centralized:

- Minutes and Treasurer's reports
- Important accounting information, such as bank registers and statements, audits, receipts and purchase orders
- Membership information (Databases)
- All Federal and State records
- Copies of grant applications and related information
- Any agreements with governmental agencies or organizations
- Copies of newsletters
- Copies of media releases, special event press, and group successes
- Records of all donations, in-kind services, loans, gifts, etc.
- Employee records if the nonprofit has employee(s)

Succession Planning

An important and on-going consideration is a succession plan for the Friends Group. How will new members be brought in? How will new leaders and members be integrated into the group? How will the goals and history of the group be passed on?

The founding Friends Group participants are rarely the only or the final members. People join, participate, and then leave due to any number of circumstances. Some leave because they become busy with other projects, change jobs, or new responsibilities limit their time. If they feel they have accomplished their personal goals in relationship to the group, they may move on.

Attracting new members is an on-going activity; experienced members can mentor the newer members so they understand the vision and history of the group. New people bring in new ideas and renewed vitality towards the effort. Experienced members should be willing to mentor new members for continuity.

Relationships with specific people are necessary for the organization's success. Development, monitoring, and maintenance of political relationships are tasks to be continued and cultivated. When possible, it is beneficial to the organization if the same person remains as the key contact for a given group or government agency for an extended period of time. That key contact person should also be training a successor for the position so that contact is not lost if the key person is unavailable.

Planning an Exit Strategy

A Friends Group may be created for a very specific purpose and once it is accomplished, there may no longer be a reason for the Group to continue. The members should congratulate themselves on a job well done, have a party, and move on to new activities.

In other situations, i.e., reduced members or a failed fundraising effort, the Group can be put in a position where the Group may not be able to continue. Still, before abandoning a partnership, all involved should commit to candid conversations to determine if the partnership can be preserved. A mediator may be helpful in guiding the partners in reframing the common vision, goals, and expectations. Discussions may highlight problems, and then adjustments can be made on the vision and expectations. If the solution is ending the partnership, it should be done in a reasonable and respectful manner for all involved.

Many of the answers to these questions should be outlined in the corporate bylaws and in the General Agreement. In planning the dissolution of a Friends Group, some important questions should be asked, including:

- How long should the Friends Group last?
- If a time specific goal, such as raising money for a new building, is accomplished, should the group disband upon the grand opening celebration of the building?
- How will the group disband if the decision is made to close the group?
- What is the group to do if no one will take over the leadership of the group?
- What if there is such a major disagreement and most of the group no longer wants to participate?
- Are there assets to dispose of?
- Is there staff to release?
- How will current projects and reports be completed?
- Who will make these decisions at the end?

The last course of action is to exercise the termination options in the General Agreement. The Termination and Expiration section of the General Agreement addresses a party's ability to terminate the agreement, which includes what happens to funds or property either held by the partner for the benefit of NPS or owned by NPS upon termination or expiration of the agreement. Barring unique circumstances, either party should be able to terminate a General Agreement with notice to the other party. Notice periods typically run from 30 to 90 days and may include a requirement that the parties meet in an attempt to resolve outstanding issues that may have resulted in the notice of termination.

Final Thoughts...

Friends Groups provide opportunities for private citizens to partner with the NPS to enhance park units' unique resources. They can attract new visitors, educate users, raise public awareness, and provide physical, financial, and political support. A formal group empowers and coordinates individuals to take action and make their united voices heard.

It is hard work to create a viable Friends Group. The ingredients for success include a wide-reaching vision, cooperation, political savvy, and often just sheer luck. Realizing in advance that there will be setbacks, members will be ready to face whatever comes along. One or a few people can start a Friends Group, but it will take a cooperative effort of many individuals to accomplish the goal of assuring support for parks into the future.

These groups are by their nature grassroots and unique. Their enthusiasm and passion are the focus for the preservation and enhancement of parks. Their power lies in the simplicity and integrity of their mission, their passion for their endeavors, and their clear vision of the task before them. Their power is in being practical and focused, growing to become a strong, effective organization.

A new phase of partnership activity is being initiated through the announcement of the Centennial Initiative (<http://www.nps.gov/2016/>). There will be more opportunities for partnering, but they will include more complex relationships and increased accountability. Friends Groups and Superintendents will need a deeper comprehension of partnership concepts for successful relationship building as it begins its second century.



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Appendix A — NPS Partnership Authorities & Resources

General Authority to Take Actions That Promote and Regulate Units of the National Park System (16 U.S.C. § 1)

The NPS Organic Act directs the Secretary to promote and regulate National Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely, conservation of the scenery and the natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

Agreements for the Transfer of Appropriated Funds to Carry Out NPS Programs (16 U.S.C. § 1g)

The National Park Service may in fiscal year 1997 and thereafter enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs.

Leases of Buildings and Associated Property (16 U.S.C. § 1a-2(k))

The Secretary may enter into a lease with any person or governmental entity for the use of buildings and associated property administered by the Secretary as part of the National Park System, provided that (1) the lease does not authorize the lessee to engage in activities that are subject to authorization under a concessions contract, commercial use authorization, or similar instrument; and (2) use of the building and associated property shall not be (a) inconsistent with the law establishing the Park System unit in which the building or associated property is located, (b) shall not result in depreciation of the purposes and values of the unit, and (c) shall be compatible with National Park Service programs. For leases of historic structures see the description of 16 U.S.C. § 470h-3.

General Authority for NPS to Accept Donations (16 U.S.C. § 6)

The Secretary is authorized to accept patented lands, rights-of-way over patented lands or others lands, buildings, or other property within the various national parks and national monuments, and moneys which may be donated for the purposes of the national park and monument system.

Authorities

The following list summarizes and paraphrases authorities and statutory tools that may be useful to in forming partnership arrangements. Major categories of authorities discussed below include general authority that allows NPS to enter into partnerships, authority to transfer appropriated funds, and authority to accept donations. Information on the laws, regulations and policies for the National Park Service can be found at the following site
<http://data2.itc.nps.gov/npspolicy/>

Management Policies and Director's Orders

NPS Management Policies sets out the basic policies for the management of the national park system. <http://www.nps.gov/policy/MP2006.pdf>

DO #21 is available at:

<http://www.nps.gov/policy/DOrders/DO21-reissue.pdf>

The Reference Guide to Director's Order #21 — Donations and Fundraising can be found at:

<http://www.nps.gov/policy/DOrders/DO21-ReferenceGuide.html>

Director's Order #53 on Special Park Uses contains additional guidance on special events.

<http://www.nps.gov/policy/DOrders/DOrder53.html>

Agreements

Agreements Handbook including DO #20 provides additional guidance on other kinds of agreements that may be used to implement aspects of partnerships. <http://www.nps.gov/hfc/acquisition/agreements.htm>

Graphic Identity

The NPS Identity Program was created in response to the NPS Message Project. <http://www.nps.gov/hfc/products.htm>

Director's Order #70 on Internet and Intranet Publishing establishes NPS policy on the development of NPS websites
<http://inside.nps.gov/helpdesk/manual.htm>

Special Directive 93-07: Use of the Arrowhead Symbol
<http://www.graphics.nps.gov/arrowheads.htm>

Draft Director's Order #52D: Use of the Arrowhead Symbol
<http://www.nps.gov/hfc/products/pubs/directive-93-07.html>

Other Partnership Resources

Department of the Interior Departmental Manual: Donation Guidelines (374 DM 6) http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3692

Ethics Issues in Partnerships can be found at:
<http://www.doi.gov/partnerships/ethics.html>

Partnership Legal Primer introduces federal law and ethical considerations affecting partnerships. It can be found on the Department of the Interior's Partnership web page:
http://www.doi.gov/partnerships/partnership_legal_framework.html

Appendix B — Tax-exempt Status

Tax-exempt status means that the organization does not have to pay federal income taxes on net income related to its tax-exempt purpose. This designation generally exempts the organization from state and local income taxes, as well, but laws vary from state to state. The following information is from the IRS website Tax Information for Charities and Other Nonprofits. www.irs.gov/charities.

There are a number of different types of tax-exempt organizations under various IRS code sections; cooperating associations and friends groups are generally designated as 501(c)(3) organizations. Donations to 501(c)(3) organizations are tax-deductible (subject to limits based on the donor's taxable income and also subject to reduction if goods or services were provided in return for the donation.) 501(c)(3)s are organized and operated exclusively for one or more of the following eight exempt purposes described in Code section 501(c)(3).

- Charitable (including advancement of social welfare or lessening the burdens of government)
- Educational
- Religious
- Scientific
- Literary
- Testing for public safety
- Fostering national or international amateur sports competition
- Preventing cruelty to children or animal

Obtaining 501(c)(3) Status

Generally, in its first 15 months of operation (15 months from the end of the month of the date of its filing of its organizational documents with the state), the organization **MUST** file a Form 1023 if it wishes to be tax-exempt and offer donors a tax deduction from its inception. It can file later, but its tax exemption would then only be effective from the date of the filing. Any charitable contributions made to the organization by donors from the date of organization until the date of filing would then be disallowed, which could cause real issues with the donors.

The Form 1023 is filed with the IRS along with the organization's basic state-mandated documents — its bylaws and articles of incorporation. (There are some exceptions to needing to file a 1023 — for instance, churches or organizations with less than \$5,000 per year in gross receipts, but even smaller organizations may wish to file to get an IRS determination letter to verify with donors that their donations will be deductible.)

Significant parts of the 1023:

- Name
- Employer Federal Identification Number (can be obtained very quickly over the phone — Form SS-4)
- Address
- Articles of incorporation and bylaws
- Very specific narrative description of the organization's past, present and planned operations. All activities are to be listed separately and described with a description of how much of the organization's efforts will be dedicated to each activity. Each activity must also contain a description of how it will further the organization's tax-exempt purpose.
- What will be the organization's sources of financial support
- A specific description of the organization's fund raising activities, both past and planned, including a description of agreements with professional fund raisers and samples of solicitation letters.
- A list of the names and addresses of the board of directors
- Other information such as whether the organization is financially accountable to any other organization, whether the organization is controlled by any other organization, etc.
- If the organization is going to have a membership program, very detailed information about the membership program.

Whether the organization will attempt to influence legislation or intervene in political campaigns.

Whether the organization is a private foundation or is publicly-supported (receives more than one-third of its support from the general public).

Financial statements for the current tax year, the previous 3 tax years, or as budgeted (projected) for the next 2 years.

The IRS's Two-Part Test

To be recognized as tax-exempt under Code section 501(c)(3) and to maintain that status, an entity must meet an organizational and an operational test. When the IRS reviews the Form 1023, it is looking for the following two items:

- Organizational Test
 - The entity must be properly organized. While the entity may be a nonprofit corporation, trust, or unincorporated association under state law, its organizing documents must:
 - Limit its purposes to one or more of the eight exempt purposes listed in Code section 501(c)(3) (as listed above)
 - Not permit the organization to engage in a nonexempt activity.
 - Further, assets of the organization must be permanently dedicated to an exempt purpose.
- Operational Test
 - The organization must show that it will engage primarily in activities that further its exempt purposes. This means that the entity must limit its participation in certain activities while absolutely refraining from others (see section below on jeopardizing tax-exempt status). Failure to do so will put the organization's 501(c)(3) status in jeopardy.

If the IRS finds that the organization qualifies as a 501(c)(3) organization using both of these tests, it issues an "Advance Ruling" letter which says, based upon what you've told them, your organization is a qualified tax-exempt organization. The "Advance Ruling" is in effect for the first four years. Within 90 days after the end of the Advance Ruling period, you must supply additional information about your actual activities during the previous four years. If, from that information, the IRS finds that you are actually operating correctly and receiving sufficient donations and revenues from the general public to qualify as a publicly-supported tax-exempt organization, it will issue a final 501(c)(3) determination letter.

Changes in Purpose or Activities

Once the IRS recognizes an organization's tax-exempt status, the organization must notify the IRS if it amends its organizing documents or bylaws, or materially changes its activities from those described in its exemption application. To do this, the organization must send a copy of the amended document or a letter describing new activities to the IRS.

Annual Reporting to IRS — NEW IN 2008

Tax-exempt organizations must annually file Form 990, Return of Organization Exempt From Income Tax, or Form 990-EZ, Short Form Return of Organization Exempt From Income Tax. The Form 990-EZ is designed for use by small tax-exempt organizations and nonexempt charitable trusts. An organization may file Form 990-EZ, instead of Form 990, only if (1) its gross receipts during the year were less than \$100,000, and (2) its total assets (line 25, Column (B) of Form 990-EZ) at the end of the year were less than \$250,000.

Form 990 or Form 990-EZ must be filed by the 15th day of the 5th month after the end of the organization's accounting period. The Form 990 and Form 990-EZ instructions and the Form 990-PF instructions indicate the Service Center to which they must be sent.

The reporting forms ask questions which will allow the IRS to assess whether the organization's activities are supporting its tax-exempt purpose, whether it has had any transactions with board members and other related parties during the year. It also asks for financial information formatted in a specific way which allows it to assess how much of the organization's financial resources are being used to fulfill its tax-exempt purposes on an annual basis.

A tax-exempt organization that fails to file a required return is subject to a penalty of \$20 a day for each day the failure continues. The same penalty will apply if the organization fails to give correct and complete information or required information on its return. The maximum penalty for any one return is the lesser of \$10,000 or 5 percent of the organization's gross receipts for the year. If the organization has gross receipts in excess of \$1,000,000, the penalties are increased to \$100 per day with a maximum penalty of \$50,000.

Jeopardizing Tax-Exempt Status

After an organization qualifies for 501(c) (3) statute, it must continue to act in furtherance of its exempt purposes to keep its tax-exempt status. There are four types of activities that can jeopardize that status.

These are:

- Private benefit/inurement
 - Lobbying
 - Political campaign activity
 - Activities generating excessive unrelated business income (UBI)
- Some of these activities are absolutely prohibited, while others are restricted.

Appendix C — Agreement Examples

Please visit <http://www.nps.gov/policy/DOrders/DOrder20.html> and http://www.nps.gov/partnerships/directors_orders.htm to obtain the latest information on agreements.

When an ongoing relationship is anticipated between the National Park Service (NPS) and a specific park or program support organization, (hereinafter referred to as a “Friends Group”) it is best to execute a Friends Group Agreement that addresses the relationship in broad terms, and incorporates clauses that are universally applicable to future Partnership activities. These agreements are designed to formalize the relationship between the NPS and its support organizations. Other activities such as fundraising, in-park construction, the transfer of federal funds, program development and operations, acquisitions, etc. are administered through other types of agreements, which may tier off and or incorporate by reference the Friends Group Agreement.

Friends Group Agreements may authorize non-project specific fundraising activities such as annual or membership campaigns, planned giving, events, e-philanthropy, grant applications, etc. to help the Partner in its efforts to support a park where such support is explicit. Additionally, Partners need not seek NPS approval to raise funds expressly restricted to use in administration of the Partners organization. In contrast, pursuant to Chapter 8 of Director’s Order 21, a formal Fundraising Agreement is required when a Partner wishes to initiate a project or program specific fundraising campaign, e.g., fundraising for construction of a facility or support of a specific educational program. In addition, a Fundraising agreement is required for when raising funds for the establishment of an endowment or similar investment account. Two model Fundraising Agreements are contained in the Director’s Order 21 Reference Guide.

For more information on agreements involving donations and fundraising and to get the current Model Agreements go to:

<http://www.nps.gov/policy/DOrders/DO21-reissue.pdf> and
<http://www.nps.gov/policy/DOrders/DO21-ReferenceGuide.html>

For the latest Model Agreement go to:
<http://www.nps.gov/policy/DOrders/DO21-ReferenceGuide.html>

Model Friends Group Agreement

Agreement Number _____

FRIENDS GROUP AGREEMENT

Between the

NATIONAL PARK SERVICE,

(Site Name)

And

PARK SUPPORT/PARTNER ORGANIZATION(S)

Introductory Paragraph:

The introductory paragraph of a Friends Group Agreement states what the Partnership is about. It also restates the names of the parties to the agreement (including their abbreviated versions). For example:

This Agreement is entered into between the National Park Service (NPS), a bureau of the United States Department of the Interior, and the Friends of the Park (Partner) for the purpose of implementing mutually agreed to projects, programs and activities for the benefit of Picture Perfect Park (Park), Montana.

I. Background and Objectives

As a general rule, relevant background information and the objectives of the parties are identified and explained through a series of clauses at the beginning of a Friends Group Agreement. These clauses should concisely convey the relevant context, history and facts underpinning the Friends Group Agreement. Additionally, they should convey the intent of each party entering into the Friends Group Agreement and educate the reader on:

- 1) Who the parties to the Friends Group Agreement are, e.g., the Friends Group is a 501(c)3 incorporated and doing business in the State of Montana.
- 2) The history of the relationship between the parties;
- 3) The subject matter of the agreement;
- 4) Relevant legislation, e.g., a Park enabling act that contemplates or directs that the NPS undertake activities in the agreement;
- 5) The critical facts necessary to understand the agreement;
- 6) How existing or related agreements (if any) affect the agreement; and

Do not underestimate the importance of the Background and Objectives section of a Friends Group Agreement. Often the individuals originally involved in negotiating a Friends Group Agreement are no longer involved, or their perspectives or recollections change over time. Therefore, if differences of opinion arise, the Background and Objectives section can assist in understanding the original intent of the parties

While there is technically no limit on the length of the Background and Objectives section, if there is more than a page and a half of explanatory clauses the section should be reviewed to determine if unnecessary information is included.

II. Enforceability

Whether an agreement is enforceable is a fact dependant determination. Generally, courts look to see whether necessary elements of contract are present in an agreement. The following provision may assist a court in a finding that a contract is enforceable and should be included in any Friends Group Agreement immediately after the Background and Objectives section. Do not include this provision as a separate article.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

III. Definitions

If applicable, include a definition section to define terms of art, critical terms, etc., which will be used in the agreement. Do not assume the reader knows these definitions.

IV. Statutory Authority

This section lists the statutory authorities NPS is relying on to support the actions it will take pursuant to the Friends Group Agreement. Where our Partner is congressionally chartered, the Partner's legal authorities should also be listed in the statutory authority section.

The underlying law providing the NPS the statutory authority for an action, as opposed to its implementing regulation, is cited in this section. Usually the citation is expressed as a section of the United States Code where laws governing the National Park Service and National Park System are codified. Thus, a typical statutory authority section might read as follows:

Statutory Authority: NPS enters into this Friends Group Agreement pursuant to 16 U.S.C. § 1-4, 6.

These authorities are explained in detail below:

16 U.S.C. § 1-4 — General Authority to Take Actions That Promote and Regulate Units of the National Park System

The NPS Organic Act directs the Secretary of the Interior to promote and regulate national Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations. The Organic Act provides broad authority to operate and manage parks.

16 U.S.C. § 6 — General Authority for NPS to Accept Donations

The Secretary of the Interior is authorized to accept patented lands, rights-of-way over patented lands or other lands, buildings, or other property within the various national parks and monuments, and moneys which may be donated for the purposes of the national park and monument system.

In addition, the relationship described in many Friends Group Agreements includes the volunteer activities of its members. In that case, the following citation would be included in the statutory authority section:

16 U.S.C. 18g-j — Acceptance of Volunteer Services

The Secretary of the Interior is authorized to recruit, train, and accept the services of individuals without compensation as volunteers for or in the aid of interpretive functions, or other visitor services or activities in and related to areas of the National Park System. Such volunteers may not be used for hazardous duty or law enforcement work or in policy making processes or to displace any employee. A special exception allows the acceptance of the services of individuals that the Secretary determines “are skilled in performing hazardous activities.”

The foregoing list is by no means exhaustive, and many parks have specific statutory authorities that allow or mandate certain activities and relationships occur at parks. These specific authorities should also be cited in this section as well. The Department of Interior’s Partnership Legal Primer contains a partial list of additional legal authorities NPS may rely on to enter into Friends Group Agreements. The section on NPS authorities is quite extensive and lists most park-specific authorities. The Partnership Legal Primer can be found on the Department of the Interior’s Partnership web page:

http://www.doi.gov/Partnerships/pdfs/national_parks_service_authorities.pdf

In contrast to statutes, documents such as Executive Orders or NPS Director's Orders do not provide legal authority for NPS actions and should not be cited as legal authority. Such documents may, however, be cited in the Background and Objectives section or elsewhere in the agreement to help explain NPS and Partner motivations, goals and objectives.

It is advisable to consult Regional Office Partnership Coordinators early in the process of considering any Partnership relationship. They can help identify the appropriate authorities, or bring in the Regional Solicitor's Office where necessary to help NPS and its potential Partner identify legal authorities and understand what is legally possible.

V. Responsibilities and Understandings of the Parties

The Responsibilities and Understandings section of a Friends Group Agreement sets out what each party agrees to do. NPS and its Partner will want to state common understandings or make commitments to jointly undertake certain actions. These joint understandings and commitments should be captured in a separate subsection labeled "NPS and the Partner jointly agree to:" Examples of provisions that could be contained in this section are processes for consultation, coordination, and dispute resolution.

Each party should also be assigned its own subsection in the Friends Group Agreement listing its own responsibilities and understandings. For example, there should be a subsection entitled "NPS agrees to:" and a counterpart subsection should be established for the Partner(s), i.e., the "Partner agrees to:"

It is impossible to provide a list of standard agreement clauses for incorporation into the Responsibilities and Understandings section for all Friends Group Agreements because agreement provisions must be tailored to the facts presented by a specific partnership. The following identifies provisions that should be considered and, if found relevant, addressed in the Responsibilities and Understanding section of a Friends Group Agreement. This list is not exhaustive. NPS staff and in some instances the Solicitor's Office might determine that additional or alternative clauses should be included in a particular case.

A. NPS and the Partner jointly agree to

1. Participate in regular meetings, to foster close cooperation on agreement implementation.
2. Make a good faith effort to achieve the following specified goal and objectives during the term of this Agreement:
[List and discuss goals and objectives.]
3. Work together in good faith to resolve differences at the level of the Key Officials identified in Article XI of this Agreement prior to elevating matters within the Partner organizations or appealing elsewhere within NPS or the federal government. [Note: the partners may consider inserting a period for discussions, e.g. 30 or 60 days, in which the Key Officials will work together to resolve issues prior to elevation.]
4. Make timely decisions on matters necessary to proper implementation and administration of this Agreement.
5. Work in good faith to execute sub agreements to this agreement necessary to meet the mutual objectives of the parties. Such agreements may include without limitation Fundraising Agreements.
6. Work actively and collaboratively to ensure that all NPS Director's Order #21 requirements, as amended, supplemented or superseded, are met in the implementation and administration of this Agreement and sub agreements executed hereto.

B. NPS agrees to

1. Authorize NPS employees to undertake the following activities to support the efforts of the Partner: [List activities, e.g., providing information on the need for, and scope of, a project to a Partner's prospective donors, and attend Partner' fundraising events.]
2. Review and approve or deny all proposed agreements between a Partner and a third-party that materially bear on the subject matter of this Agreement. An example of material agreement might be a proposed agreements with a firm hired to conduct, or assist the Partner in designing an exhibit or producing a film for the park.

3. Consider applications from the Partner for Special Use Permits to authorize in-park activities in connection with this Agreement.
4. Provide the Partner with the Park's donor recognition plan that outlines how and where donors may be recognized in a park. All donor recognition also must comply with Director's Order #21.

C. Partner agrees to

1. Comply with the terms of applicable laws, regulations and Government policies.
2. Conduct general fundraising activities in support of NPS in conformance with the terms and conditions of NPS Director's Order #21.
3. Remain for the term of this Agreement, fully qualified to seek and receive philanthropic contributions under state and federal law.
4. Obtain a Special Use Permit or other appropriate approvals prior to undertaking activities in a park unit.
5. Implement the goals specific to the Partner described in Paragraph A.2. (List Partner specific responsibilities.)
6. Not use funds or other benefits made possible by this Agreement or related agreements, its relationship with NPS, or NPS property to support or benefit any individual, or other entity or cause.
7. Review the contributions of donors to ensure that proposed donations do not give rise to an appearance of loss of integrity or impartiality or otherwise reduce public confidence in the Partner or the NPS. To this end, the partner will implement the donor review process contained in Attachment A to this Agreement.

Note: Respecting the Donor Review Process:

Where a Partner's donor provides a significant donation, the Departmental Manual (374 DM 6) and DO #21 respecting donation acceptance require review of the donor to ensure that the proposed donation does not give rise to an appearance of loss of integrity or impartiality, or otherwise reduce public confidence in the Partner or the NPS. Both the NPS and its Partners have responsibilities relating to donor review.

Attachment A to this CFA contains a sample donor review provision. The provision was drafted for incorporation into a fundraising agreement with a large, experienced, and well organized fundraising Partner. That Partner had successfully raised hundreds of millions of dollars over the course of a two-decade long relationship with NPS. Therefore, the provisions of the sample, including dollar thresholds for donor review, were drafted to give the Partner primary responsibility for donor review. In this example, NPS donor review only occurs at relatively high dollar thresholds and or when corporate donations are involved.

NPS staff retains discretion to draft donor review procedures that vary from Attachment A, but such provisions cannot be less restrictive than those contained in Attachment A. For example, NPS staff may decide to lower the vetting thresholds triggering donor review, or to incorporate other appropriate safeguards where a Partner has little or no track record of substantial fundraising for NPS. The WASO Partnership Office, the Solicitor's Office, and the Departmental Ethics Office are available for consultation in such matters.

Notwithstanding the foregoing, it is unlikely that fundraising activities occurring under a Friends Group Agreement will trigger intensive donor review. Only non-project specific fundraising may occur pursuant to a Friends Group Agreement and large donors generally want to support specific projects. Therefore, Attachment A will most likely be used in conjunction with a fundraising campaign authorized by a specific and separate Fundraising Agreement.

VI. Property Utilization

A. In General: the “Property Utilization” section of a Friends Group Agreement describes NPS property that a Partner may use to assist NPS in obtaining mission-related objectives. The Property Utilization section also places conditions on such use. Partners may not undertake activities on federal park property that support, in whole or part, non-NPS related interests.

NPS must have statutory authority to permit Partners to use Government property. While in many cases the NPS Organic Act may provide sufficient statutory authority for temporary Partner use of Government property, NPS staff should consult with the Solicitor’s Office to identify applicable legal authorities on a case-by-case basis. Permission to utilize NPS property may be contained in a Friends Group Agreement and may be incorporated by reference into a Fundraising Agreement.

The following are example property utilization provisions:

1. Subject to the conditions set out in Paragraph 2 (below), provide the Partner with appropriate use of NPS resources in furtherance of activities authorized by this Agreement. Resources available for Partner use are limited to the following: [List resources, structures, equipment, etc.]
2. The Partner will abide by the following terms and conditions respecting use of property authorize herein: [List, e.g., the duration of use, maintenance responsibilities, site and safety conditions, payment of utilities, compatibility of Partner activities with other NPS responsibilities, hours of operation, compliance with NPS IT security requirements, etc.]

Note: Terms and conditions of property use may also be addressed in an attachment to this agreement or, where appropriate, in a separate agreement.

3. The Partner will acquire and maintain insurance coverage associated with the use of NPS property in accordance with the requirements of X of this Agreement.
4. During the term of this Agreement, the Partner may direct future requests for the use of NPS property to the NPS Key Official identified in Article X. The Key Official may provide written authorization for such use including conditions thereon, in a form deemed appropriate by NPS (including but not limited to issuance of Special Use Permit), and the authorization will be incorporated as an appendix to this Agreement.

B. Intellectual Property

Occasionally Partner organizations wish to use NPS intellectual property, e.g., the NPS Arrowhead, pictures of NPS rangers in uniform, NPS taglines, park photos, etc., in their educational or fundraising efforts. Similarly, NPS may wish to use a Partners' intellectual property to further mission objectives. Should this occur, appropriate intellectual property licenses and protections must be included in an agreement between the parties, e.g., a Friends Group Agreement, a Fundraising Agreement, or a stand alone agreement.

Intellectual property issues normally arise in the context of Corporate Campaigns and Article X of the Model Corporate Campaign Agreement contains Intellectual property provisions. For purposes of economy these provisions are not duplicated here, however, the Model Corporate Campaign Agreement provisions can be adapted for use in a Fundraising Agreement where appropriate. Further, the WASO Partnership Office and the Solicitor's Office, Division of General Law in Washington have special expertise in intellectual property issues involving Partners. These offices are a useful resource should an intellectual property issue arise.

VII. Term of Agreement

The term of a Friends Group Agreement should not exceed a term of 5 years. Friends Group Agreements may be renewed for additional periods of up to 5 years if agreed to by the parties in writing prior to expiration of the Agreement. The following language may be used to establish the Agreement term:

Unless earlier terminated by operation of the terms of this Agreement, or by agreement of the parties in writing, this Agreement will run for a period of five years beginning on the date the last signature is affixed to this Agreement.

Note: Where NPS uses a Friends Group Agreement as a base agreement from which one or more sub agreements tier, e.g., Fundraising Agreements, the term of the Friends Group Agreement must be no less than the term of the sub agreement. This may require NPS to extend the term of the existing Friends Group Agreement (to the extent permissible under NPS policy), shorten the term of proposed sub agreement, or both.

VIII. Termination and Expiration

The termination and expiration section of any Fundraising Agreement addresses: 1) a party's ability to terminate the agreement; and 2) what happens to donations and interest and earnings thereon after termination or expiration of the Agreement

A. Termination

The following three termination clauses would typically be incorporated into any agreement. The parties would determine which to use based on an assessment of facts in consultation with legal counsel.

1. The following termination clause alternative does not require a "cause" such as breach of the agreement, for termination. This clause may be appropriate where the primary function of an agreement is to facilitate philanthropic donations. Depending on the circumstances, NPS and the Partner may choose to lengthen the notice period for termination suggested below.

Either party may terminate this Agreement for any reason by giving thirty (30) days written notice. Neither party shall be liable to the other for any damages, costs or claims in the event of termination. Termination will be effective at the end of the thirty (30) day period.

2. The following alternative clause requires cause for termination. This clause is appropriate where the parties intend to preserve the right to seek judicial or other remedies in the event they are harmed by a material breach of the agreement. Depending on the facts of the situation the parties may choose to allow the breaching party to cure the breach within a specific amount of time, e.g., 30 days.

If either party fails to observe the terms and conditions of this Agreement, the other party may terminate this Agreement for default without any legal process whatsoever by giving thirty (30) days written notice of termination, the termination will be effective at the end of the thirty (30) day period. In the event of termination for a material breach of the agreement, all claims at law or in equity, all defenses to such claims, and recourse to all administrative or judicial forums with appropriate jurisdiction is preserved.

3. The following “Termination for Convenience of the Government” (TFC) clause may be used in conjunction with either alternative above and is often used when harm to public and government interests may result from the actions of a Partner or its agents. We note, however, that in most cases a TFC provision is not needed where a Partner is not authorized to undertake in-park activities. If NPS uses a Special Use Permit to authorize in-park activities a TFC may be included in the permit.

The National Park Service may terminate this Agreement for the convenience of the Government, at any time, when it is determined to be in the best interest of the public to do so. The affected parties shall be notified within 5 working days following termination

B. Partner Disposition of Assets in the Event Termination or Expiration of the Agreement; Cessation of Partner Operations

Once funds and in-kind goods are donated for the benefit of NPS, all parties, including donors, should expect the donations to be used for the purposes for which they were donated.

Tax laws governing formation and operation of non-profit entities require that upon closure of an organization, or its merger with another organization, the disposition of the organization’s remaining funds is governed by the organization’s Articles of Incorporation. Generally, funds may be expended for the purposes for which they were donated, or they may be given to the federal government, or state or local governments. Thus, organizations are not necessarily required to ensure that funds it holds are used for the benefit of NPS. Therefore it is important that the text of the Partner’s Articles of Incorporation is, and remains, clearly consistent with the disposition provisions of the Fundraising Agreement.

Since donated funds must be used for the purposes for which they were donated, NPS and its Partner should reach agreement on the scope of Partner’s solicitations to donors. This agreement may be memorialized in the Fundraising Agreement. For example, donors may be informed through written solicitations and other Partner communications that in the event that donated funds or in-kind goods cannot be used for “Program A” they will be used for “Program B.”

The following provision may be used to address disposition of Partner assets donated for the benefit of NPS projects or programs.

1. Upon termination or expiration of this Agreement, or cessation of Partner operations for any reason, all funds including interest and earnings thereon, and all in-kind contributions held by the Partner for the benefit of NPS or its projects or programs, shall be transferred to NPS or to a third-party deemed acceptable by NPS (under such terms and conditions deemed acceptable by NPS) for use consistent with the purposes for which the donations were made. Nothing herein shall prevent the Partner from satisfying allowable outstanding obligations reasonably incurred in association with this Agreement prior to its termination or expiration.
2. Within thirty (30) days of execution of this Agreement the Partner will ensure that its Articles of Incorporation expressly incorporate the disposition provision of Article VIII.B.1 and will remove any conflicting provisions from its Articles of incorporation.
3. Nothing herein is intended to conflict with State law governing non-profit dissolution and asset disposition.
4. To the greatest extent allowable under law, both parties shall take actions necessary to give full force and effect to the text and intent of Article VIII.B.

IX. Key Officials:

List the names and contact information of Key Officials of each organization responsible for administration and implementation of the agreement. Provide that the parties should be notified if a Key Official changes.

Key Officials play a very important role in ensuring smooth implementation of Friends Group Agreements. Therefore, consideration should be given to whether the Key Officials have the time and expertise needed to discharge this function. The Key Officials should generally be the party primarily responsible for maintaining the Partnership.

Note: Clauses appearing in bolded italics in Articles VIII, IX, and X below cannot be easily modified or deleted. Modifications to these standard clauses are rarely authorized by NPS or the Solicitor's Office. When needed, discussion of these clauses appears as normal text. The discussion section addresses when NPS staff may have flexibility to modify a particular standard clause.

X. Liability and Insurance

The NPS recognizes that the type and amount of insurance coverage required of Partners should be determined by risk. Therefore, where a Partner will not be undertaking activities within park units no insurance is required. If NPS intends to authorize a Fundraising Agreement that does not contain an insurance clause because the Partner has no plans for in-park activities, the Fundraising Agreement should state that NPS retains the right to require the Partner to acquire insurance should the Partner propose future in-park activities, e.g., a donor recognition event. Insurance requirements could be inserted in the Special Use Permit authorizing the event.

Since NPS Partners must indemnify NPS for losses incurred as a result of their or their agents' actions, it may be in the Partner's best interest to research appropriate insurance coverage. Information regarding appropriate coverage generated by the Partner's insurer may be helpful to NPS' analysis of insurance sufficiency, but NPS should not defer to such information without critical evaluation. NPS is in the process of developing tools and resources to assist NPS staff in determining whether a Partner's insurance proposal is appropriate. Partner

Lastly, NPS does not require state or local governments to acquire insurance. These entities, like NPS are considered self-insured.

The following clauses are recommended for inclusion in all fundraising agreements:

- A. Prior to undertaking any authorized activities within a park unit the Partner shall procure comprehensive general liability insurance and other appropriate insurance coverage from a responsible company or companies in coverage amounts and upon terms acceptable to NPS. The policy or policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due there under, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. After consultation with insurance professionals, the Partner will consult with NPS regarding the adequacy of proposed insurance coverage and terms. If the insurance proposal is accepted in writing by NPS, the Partner will provide NPS with written confirmation that agreed to coverage was procured prior to undertaking any activities within the park unit at issue. Insurance shall be reviewed every two years beginning on the date of purchase of insurance coverage, and shall be updated and modified if necessary to ensure consistency with generally accepted insurance practices and NPS policies. NPS reserves the right to require the Partner to acquire additional or supplemental insurance, or other form of security such as a bond, if NPS determines that the Partner's insurance is not adequate to cover liability associated with in-park activities.

- B. The Partner assumes liability for and does hereby agree to, save, hold harmless, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys' fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way arising out of, the activities of the Partner, its employees, agents or contractors under this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

We note that Partners occasionally ask that NPS indemnify them. The Anti-Deficiency Act bars Federal agencies from providing indemnification to Partners. NPS may only be found liable to Partners through processes established in applicable federal law, such as those contained in the Federal Tort Claims Act.

If it is determined, through the terms of the Agreement, that the Partner will occupy and use NPS property, e.g., where the Partner's offices are located in a park owned structure, the following clauses should be included. In the instance of shared space between the NPS and the Partner, the NPS may consider waiving or pro-rating the insurance requirement. The insurance clause is used in addition to – not in place of – other required insurance clauses discussed above.

- C. The Partner will pay the United States the full value of all damages to the lands or other property of the United States directly caused by the Partner, its employees, agents, representatives, or contractors.

Consider inserting this clause in agreements that allow a Partner to occupy a NPS structure for Partnership-related purposes. The NPS may consider waiving or pro-rating this clause where a structure is shared with NPS employees, e.g., where the NPS and the Partner have offices in the same NPS facility. This insurance clause is used in addition to - and not in place of – other required insurance clauses discussed above.

- D. The Partner shall procure and maintain fire and hazard protection insurance in an amount equal to the replacement cost of NPS structures and facilities utilized by the Partner. The Partner shall provide the NPS with confirmation of such insurance coverage. Any repairs or reconstruction carried out on structures and facilities on parkland with the proceeds of this insurance are subject to approval by the Superintendent.
- E. The Partner will provide worker's compensation protection to Partner officers, employees, and representatives.

XI. Financial Management

The following general accounting clauses are designed to account for donations held by a Partner for the benefit of NPS. NPS may want to include additional reporting requirements on a case-by-case basis. These provisions may be incorporated by reference into sub agreements, including Fundraising Agreements that tier off this Friends Group Agreement.

- A. The Partner will maintain accounting books and records under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles.
- B. The Partner will permit NPS or its designee, or the Comptroller General to verify and audit any financial auditor records from the books, correspondence, memoranda and other records of the Partner, during the period of this Agreement, and for such time thereafter as may be necessary to accomplish such verification.
- C. The Partner will ensure that if any funds raised under this Agreement are commingled with other funds held or managed by the Partner, an accounting system will be utilized which independently tracks and distinguishes funds raised under this Agreement from such other funds.
- D. NPS provide that Partner with a detailed report(s) on the use of funds or in-kind donations made available to the NPS as a result of this Agreement. The report(s) shall be provided [insert date or dates] until all funds or in-kind donations provided have been expended or utilized by NPS.

E. Where the Partner continues to manage endowment or investment accounts that may be used to benefit NPS projects or program, this Article [insert number] shall survive termination or expiration of this Agreement.

F. Financial Audits. In addition to provisions A-D of this Article, if during the term of this Agreement the Partner may or does raise or manage a total of One Million Dollars (\$1,000,000) or more in funds (including interest and earnings thereon) for the benefit of NPS and or NPS projects or programs, the Partner will annually furnish NPS with: 1) a copy of its IRS 990 form and 2) a financial audit generated by an independent certified public accountant (CPA) in conformance with Generally Accepted Accounting Principles. The financial audit shall at a minimum:

- (a) Comprehensively assess the overall operational and financial position of the Partner.
- (b) Specifically assess the operational and financial position of the Partner with respect to activities authorized by this Agreement or sub agreements executed hereto. Include in this assessment: cash donations and interest and earnings thereon, endowment income, pledged donations, in-kind donations, other income, fundraising expenses, expenditures, etc.
- (c) Recommend corrective actions where appropriate and note where problems identified in the prior year audits persist.
- (d) Incorporate notes that describe the significant accounting policies used in preparing the financial audit.
 - i) Partner agrees to take appropriate corrective action based on the audit findings when doing so may further the goals of this Agreement or related agreements.
 - ii) The financial audit shall be provided to the Comptroller of the National Park Service within 9 months of the end of the Partner's fiscal year which ends on (month / day) of each year.

Alternative auditing and reporting requirements may apply where federal appropriated funds are transferred to a Partner through a grant or cooperative agreement. NPS staff should consult with their contracting officer and the Solicitor's Office to identify appropriate audit provisions in such cases.

XII. Required and Miscellaneous Clauses

A. NON-DISCRIMINATION

All activities pursuant or in association with this Agreement shall be conducted in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. § 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. NPS APPROPRIATIONS

Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the Department of the Interior or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress. Nor does this Agreement obligate the Department of the Interior or the United States to spend funds on any particular project or purpose, even if funds are available.

Clause XII.B. is designed to help ensure that NPS and its employees comply with the Anti-Deficiency Act. Under the Act, NPS cannot obligate funds not yet appropriated by Congress.

C. PRIOR APPROVAL

Below is a *sample* checklist of items requiring prior NPS approval. The Partner shall obtain prior written approval from NPS before:

1. Holding special events within the Park;
2. Entering into third-party agreements of a material nature;
3. Assigning this Agreement or any part thereof;
4. Constructing any structure or making any improvements within the Park;
5. Releasing any public information that refers to the Department of the Interior, NPS, the Park, any NPS employee (by name or title), this Agreement or the Projects contemplated hereunder.

The above prior approval clause is generally used to restate or consolidate prior approval requirements contained in other parts of the agreement. New prior approval requirements may be added here as well. The above examples of prior approvals are representative of prior approval clauses found in many NPS agreements. But they may not be appropriate for inclusion in all agreements.

D. Compliance with Applicable Laws

This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be deemed inconsistent with or contrary to the purpose of or intent of any Act of Congress.

This clause is a general savings clause which helps ensure that applicable legal or policy requirements not expressly addressed in the Friends Group Agreement apply regardless.

E. Disclaimers of Government Endorsement

The Partner will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting expressly or implicitly, that the Government, the Department, NPS, or Government employees endorse the Partner's business, goods, or services. All materials referring to the Government must be approved by the NPS Key Official prior to publication. Nothing herein is intended to prevent NPS or the Department of the Interior from recognizing the Partnership or contributions made by the Partner to NPS, and from authorizing an inclusion of such recognition in materials generated by the Partner related to this Agreement.

F. Release of Information

The Partner must obtain prior approval through the NPS Key Official for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. Likewise, the NPS must obtain prior approval through the Partner Key Official for any public information releases which refer to the Partner, employee (by name or title), or this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

In order to streamline approvals, language about the Partnership and fundraising effort can be jointly developed and agreed to early in the development of campaign or communication materials. This jointly developed language can then be used by either party without additional review and approval.

G. Merger

This Agreement, including any attachments and or documents incorporated by reference is the sole and entire agreement of the parties.

H. Modifications

This Agreement may be extended, renewed or amended only when agreed to in writing by the NPS and the Partner.

I. Waiver

Failure to enforce any clause of this Agreement by either party shall not constitute waiver of that clause. Waivers must be express and evidenced in writing.

Waiver is a legal term used to describe a permission to take an action contrary to the terms of an existing agreement. A waiver can be: 1) formal, i.e. express written permission to take an action; 2) informal, i.e., verbal permission to take an action; or 3) implied, i.e., a party is on notice that an action is occurring, or will occur, the action is inconsistent with the terms of an agreement, and the party fails to object in a timely way. Difficult Partnership problems can arise when an informal or implied waiver is alleged by one party and rejected by the other. The waiver clause requires that all waivers must be made in writing to minimize problems that otherwise could arise.

J. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

Sometimes it is logistically difficult for all parties to sign the same copy of an agreement. This clause permits execution through the signature of separate copies of the agreement.

L. No Lobbying for Federal Funds

The Partners will not seek appropriations from Congress to support any ongoing or proposed Partner activity or project relating to the subject matter of this Agreement or sub agreements hereto, including without limitation federal appropriations for construction, renovation, property acquisition, leasing, administration or operations. Nothing in this paragraph is intended to preclude Partners from applying for and obtaining a competitive or non-competitive grant of federal financial assistance from a federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress. Nothing in this paragraph should be construed as requesting, authorizing or supporting advocacy by nonfederal entities before Congress.

Current NPS policy bars Partners from seeking appropriations for Partnership activities unless the activity is included in the President's budget to Congress. Pursuant to NPS policy, this is a required clause in all Friends Group Agreements and Fundraising Agreements and cannot be altered.

M. Member of Congress

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

N. Agency

The Partner is not an agent or representative of the United States, the Department of the Interior, or the NPS; nor will the Partner represent its self as such to third parties. NPS is not an agent or representative of the Partner, nor will the NPS represent itself as such to third parties.

This clause helps to ensure that a Partner's representations to donors, and a Partner's actions with respect to donations, are not misconstrued as representation by, or actions of, the Government. Conversely, it also clarifies that NPS employees do not act on behalf of its Partners.

O. Non-Exclusive Agreement

This Agreement in no way restricts either the NPS or the Partner from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

P. No Third-Party Beneficiaries

Unless expressly stated herein, nothing in this agreement is intended to grant any rights or provide any benefits to any third-party.

Q. Survival

Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or early termination of this Agreement shall survive and be enforceable after the expiration or early termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of this Agreement and in connection with this Agreement, shall survive expiration or termination of this Agreement.

R. Partial Invalidity

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

S. Captions and Headings

The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

T. Force Majeure

Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law or regulations.

XIII. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

[For the National Park Service, Name, and Title]

Date

[For the Partner, Name, and Title]

Date

Note: Include the name and title of each signatory to the agreement. Make sure that Director's Order 21 guidance is followed with respect to appropriate NPS signature levels.

XIV. Attachments

The following is a non-exclusive list of documents which should be attached to a Fundraising Agreement:

Attachment A: Partner Articles of Incorporation

Attachment B: Partner By-Laws

Attachment C: IRS Determination Letter Recognizing the Partner's Non-Profit Status (if available)

General Agreement Between the National Park Service and the Knife River Indian Heritage Foundation

Example: General Agreement

This General Agreement (Agreement) is entered into between the National Park Service (Service) and the Knife River Indian Heritage Foundation (Foundation) for the purpose of establishing a basis for donation assistance benefiting Knife River Indian Villages National Historic Site (Park).

ARTICLE I AUTHORITY

Service donation acceptance authority is provided by 16 U.S.C. § 6 and Director's Order 21.

ARTICLE II BACKGROUND AND OBJECTIVES

Whereas, the Park is a unit of the National Park System;

Whereas, the Foundation is a 501(c) (3) private, non-profit organization, incorporated doing business under the laws of the State of North Dakota whose purpose is to promote the preservation, development, and public understanding of the Park;

Whereas, the Foundation will assist in providing aid to the park and education to the public in cooperation with the Park;

Whereas, the Foundation is committed to operating a thoughtful and effective fundraising and donation program;

Whereas, the current Board of Directors of the Foundation consists of approximately six individuals that bring to the Foundation a record of demonstrated civic-mindedness, generosity, a network of significant resources, and a commitment to the stewardship of the Park;

Whereas, the Foundation wishes to assist the Service in meeting and achieving Service priorities for resource protection, education, recreation and visitor services at the Park;

Now therefore, the parties agree that:

ARTICLE III OBLIGATION AND UNDERSTANDINGS

A. The Service agrees to:

1. Recognize the Foundation as a Friends Group and partner organization well suited to raise funds or other resources for approved purposes.
2. Provide the Foundation with all current and future information concerning Service fundraising and donation policies and procedures that the Foundation must observe. Service policy in this regard is currently contained in Director's Order 21 and is hereby incorporated by reference into this agreement.
3. Provide appropriate acknowledgment of the Foundation's philanthropic efforts and the generosity of Foundation donors.
4. Keep the Foundation appropriately informed of projects, programs, and objectives relating to the Park that are suitable for private sector support.
5. Ensure that donations provided by the Foundation are used solely on behalf of and for the benefit of the Park and to the greatest extent possible, are used consistent with donor intentions.
6. Make available to the Foundation such appropriate information and data as may reasonably be required and is publicly available to inform potential donors and others about the status of projects or programs proposed by the Park.
7. Provide the Foundation with an up-to-date list of Service priorities for the Park.
8. Work with the Foundation to help the Foundation determine which plans and projects may be funded or supported through the Foundation's efforts.
9. Ensure that any restricted donation the Service accepts is used for its intended purpose, provided that such use is consistent with applicable laws, regulations, Service policies, and Service planning documents.
10. Prepare and submit to the Foundation within 90 days of the end of the calendar year an annual accounting of how the previous year's Foundation contributed funds were expended.
11. Identify appropriate individuals within the Service to serve as liaison with the Foundation on all matters covered by this Agreement and sub-agreements hereto.

12. Promptly review any request from the Foundation for approval of publicity, informational documents, or other material for public release that relate to Foundation activities on behalf of the Service.
13. To the extent practicable, arrange for and conduct tours and inspections for individuals and groups at the request of the Foundation, provided that such activities assist the Foundation in meeting the goals of this Agreement and will not, in the judgment of the Service, unduly infringe upon or detract from normal visitor activities and services at the Park. Requests for such tours and other events will be made in advance through the Key Official identified in Article VIII of this Agreement. The Superintendent will have final decision-making responsibility respecting such requests.
14. Appoint the Service Key Official to participate, when invited, as a non-voting liaison to the Foundation's Board of Directors.
15. Review Foundation proposals for fundraising and donation activities and determine whether, in light of Director's Order 21 and other legal and policy guidance, the proposal can be pursued. If a proposal can be pursued, Service will determine whether it may proceed under the terms of this Agreement or whether execution of a separate sub-agreement to this Agreement is necessary. The Service shall reflect all such determinations in writing.

B. The Foundation agrees to:

1. Be fully qualified under North Dakota and Federal law to engage in fundraising and receive philanthropic contributions for the purposes stated in the Agreement.
2. Conduct its fundraising and donation activities in accordance with Service Directors Order 21, as amended, modified, or superseded, and with applicable laws.
3. Submit written proposals for authorization of all fundraising and donation activities to the Service prior to any solicitation for donation.
4. Undertake any plans or studies deemed necessary by the Service to approve any fundraising proposal. Examples of plans or studies that may be required include, but are not limited to, a fundraising plan, a communications plan, a donor recognition plan and a fundraising feasibility study.

5. Donate to the Service all funds acquired through its fundraising activities that are intended to benefit the Park, except those funds that may be retained for fundraising, management, and other overhead costs as a direct result of fundraising, which will not exceed existing or future levels provided for in Director's Order 21, as amended, supplemented, or superseded. Currently, Director's Order 21 allows for retention of up to twenty percent of the total amount raised through authorized fundraising activities. Further, pursuant to Director's Order 21, Foundation fundraising intended to benefit the Foundation, e.g., fundraising to cover Foundation administrative costs that are not incurred in association with a Park fundraising campaign, may be retained by the Foundation.
6. Obtain written approval from the Service Key Officials designated in Article VIII of this Agreement, or his/her designee, before releasing to the public any information that refers to Foundation fundraising and donation efforts, to the Department of the Interior, the Service, or to any Department or Service employee (by name or title). The specific text, layout, photographs, and graphics or images to be contained in a proposed release must be submitted to the Service Key Official or his/her designee along with the request for the approval.
7. Obtain prior approval from the Park Superintendent for any events or ceremonies to be held in the Park. Any events or ceremonies sponsored by the Foundation will comply with all applicable Service policies and procedures and may require a Special Use Permit.
8. Submit all third-party agreements of a material nature, e.g., agreements with other foundations and agreements with professional fundraisers, to the Service for review and approval prior to execution. The Service will use best efforts to review and approve or reject any proposed third-party agreement within 30 days of its receipt by Service.
9. Not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, movies, articles, manuscripts or other publications) that states or implies Governmental, Departmental, Service, or Government-employee endorsement of a product, Service, or position that the Foundation represents.
10. Donate to the Service or, with the written concurrence of the Service, otherwise use for purposes that benefit the Park, all interest, dividends, and earnings, etc., accrued on donated money or property held by the Foundation for the benefit of the Service in a manner consistent with the terms and conditions of this Agreement.

11. Subject to Article VI, relinquish any and all right to, or oversight of, the funds raised to benefit the Park, less fundraising, management, and other overhead costs directly incurred as a result of fundraising, not exceeding existing or future levels provided for in Director's Order 21, upon termination of this Agreement.
12. Forebear from seeking appropriations from Congress to support any ongoing or proposed Foundation activity or project related to the subject matter of this Agreement or sub-agreements hereto, including without limitation federal appropriations for construction, renovation, property acquisition, leasing, administration, or operations. Nothing in this paragraph is intended to preclude the Foundation from applying for and obtaining a competitive or non-competitive grant or federal financial assistance from a federal agency, or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress; nor shall any thing in this paragraph be construed as requesting, authorizing, or supporting advocacy by non-federal entities before Congress.

C. The Foundation and the Service agree that:

1. Their respective goals and responsibilities are best achieved through cooperation and communication.
2. The Key Officials of both organizations will work in good faith to resolve any issues of concern raised by either party to elevating matters higher within the Service, the Federal government, or the Foundation.
3. They will work closely and cooperatively to develop annual fundraising priorities.
4. They will consult twice-yearly and cooperatively to develop annual fundraising priorities.
5. The Foundation may invite the Service Key Official to observe Foundation board meetings and to provide status reports as appropriate.
6. During the six months following execution of this Agreement, the Service will work with the Foundation to develop appropriate methods and means of acknowledging appreciation for donations received as a part of the Foundation's work.

7. When deemed necessary by the Service, the parties execute one or more sub-agreements to this Agreement to authorize specific Foundation fundraising or donation proposals. In the event of a conflict between a sub-agreement and this Agreement this Agreement will control. Sub-agreements are generally required for high dollar or high visibility fundraising or donation campaigns, e.g., a campaign to fund capital construction costs.

ARTICLE IV

ACCOUNTING

1. The Foundation will maintain accounting books and records under a system of accounts and financial controls meeting accepted professional standards for non-profit charitable organizations.
2. The Foundation will furnish to the Service an annual financial report on March 31 of each year including financial statements audited by an independent licensed or certified public accountant. The annual financial report shall be in such detail that all interest, investment income, gross receipts and expenses incurred by, or accruing to, the Foundation in connection with activities under this Agreement will be clearly addressed.
3. The Foundation will permit the Service, or its designee, or the Comptroller General to verify and audit the financial report from the books, correspondence, memoranda and other records of the Foundation, during the period of this Agreement, and for such time thereafter as may be necessary to accomplish such verification.
4. The Foundation will ensure that any funds raised under this Agreement are kept in a separate distinct bank account from other funds raised or held by the Foundation.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall be effective when signed by both parties and shall remain in effect for a period of five years from the effective date, unless terminated pursuant to Article VI below or unless extended by mutual agreement of both parties in writing.

ARTICLE VI

TERMINATION AND EXPIRATION

1. Either party may terminate this Agreement for convenience at any time by giving thirty (30) days written notice to the other party. Upon termination, each party shall bear its own cost.
2. Upon termination or expiration of this Agreement and after consultation with the Foundation, the Service will determine
 - 1) whether the funds or in-kind contributions donated for the Park may appropriately be used for other projects with the Park, 2) whether consultation with known donors is appropriate in order to determine whether the funds can be used for other projects within the Park or 3) whether unobligated funds should be returned to the donors.In the event that the Service and the Foundation disagree over the disposition of these funds or in-kind contributions, the funds or in-kind contributions will not be used for other projects within the park without the written permission of the donor(s). After such determination and the return of any funds to donors, the Foundation will relinquish to the Service any and all rights to, or oversight of, any remaining funds or in-kind contributions (less fundraising, management, and other overhead costs directly incurred as a result of fundraising, not exceeding existing or future levels provided for in Director's Order 21) accepted to benefit the Park that haven't already been officially donated to the Service. Any funds or in-kind contributions that will not be used for the Project or other projects within the Park shall be returned promptly to the donors.

ARTICLE VII

LIABILITY AND INSURANCE

In furtherance of and as an expense of this Agreement, in connection with the fundraising activities that are the subject of this Agreement, the Foundation shall:

1. Prior to undertaking any authorized activities within a park unit the Partner shall procure comprehensive general liability insurance from a responsible company or companies in coverage amounts and upon terms acceptable to NPS. The policy or policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due there under, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. After consultation with insurance professionals, the Partner will consult with NPS regarding the adequacy of proposed insurance coverage and terms. If the insurance proposal is accepted in writing by NPS, the Partner will provide NPS with written confirmation that agreed to coverage was procured prior to undertaking any activities within the park unit at issue. Insurance shall be reviewed every two years beginning on the date of purchase of insurance coverage, and shall be updated and modified if necessary to ensure consistency with generally accepted insurance practices and NPS policies. NPS reserves the right to at any time require the Partner to acquire additional or supplemental insurance, or other form of security such as a bond, if NPS determines that the Partner's insurance is not adequate to cover liability associated with in-park activities.
2. The Foundation will pay the United States the full value of all damages to the lands or other property of the United States caused by the Foundation, its employees, agents, representatives, or contractors.
3. In connection with the fundraising activities that are the subject of this Agreement, the Foundation assumes liability for and does hereby agree to, save, hold harmless, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way arising out of the fundraising activities of the Foundation, its employees, agents or contractors under this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

ARTICLE VIII

KEY OFFICIALS

1. Key officials are essential to ensure maximum coordination and communications between parties and the quality of work being performed. The Key Officials are:

(A) For the Service:

Superintendent
Knife River Indian Villages National Historic Site
P.O. Box 9
Stanton, North Dakota 58571
701-745-3300

(B) For the Foundation

Co-Presidents
Donna Buchmann and Calvin Grinnell
Knife River Indian Heritage Foundation
P.O. Box 84
Stanton, North Dakota 58571

ARTICLE IX

REQUIRED CLAUSES

1. **Non-Discrimination.** The Foundation and the Service shall abide by the provisions of Executive Order 11246, as amended, and shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964, codified at 42 U.S.C. §§ 2000d et seq., as amended; Title V, Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794, as amended; the Age Discrimination Act of 1975, codified at 42 U.S.C. §§ 6101 et seq., as amended; and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex, in employment and in providing of facilities and services to the public.
2. **National Park Service Appropriations.** Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1), as amended, nothing herein contained shall be construed as binding the United States to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purpose of this Agreement for that fiscal year, or to involve the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

3. **Members of Congress.** Pursuant to 41 U.S.C. § 22, no member of Congress or Resident Commissioner shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.
4. **Lobbying with Appropriated Moneys.** The parties shall abide by the provisions of 18 U.S.C. § 1913: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, or national security activities.
5. **Assignment.** No part of this Agreement shall be assigned to any other party.
6. **Third Parties Not to Benefit.** This Agreement does not grant rights or benefits of any nature to any third party.
7. **Applicability of Laws.** This Agreement is subject to all applicable laws, regulations, or official policies of the Service existing on the date of execution or as amended, modified, or superseded.
8. **Effective Date.** This Agreement becomes effective on the date the last signature is affixed.
9. **Waiver.** Failure to enforce any provision of this Agreement by either party shall not constitute a waiver of that provision, or a waiver of a claim for subsequent breach of the same type, or a waiver of any other term of this Agreement. The waiver of any provision of this Agreement must be express and in writing.
10. **Modification.** All modifications to this Agreement shall be in writing and shall be signed by the Foundation and the Service.

11. **Disclaimers of Government Endorsement.** Pursuant to 43 CFR § 12.2(d)(2) the Foundation will not publicize or circulate materials suggesting, expressly or implicitly, that the federal government, the Service, or Service employees endorse the Foundation's work or products or consider them superior to others. All materials referring to the government must be approved by the Service prior to publication.
12. **Severability.** If any term or provision of this Agreement is held to be invalid or illegal, such terms or provisions shall not affect the validity or enforceability of the remaining terms and provisions.
13. **Release of Information.** All information submitted to the Service by the Foundation pursuant to this Agreement is subject to release by the Service to the extent provided by applicable laws.
14. **Merger.** This Agreement contains the sole and entire agreement of the parties. No oral representations of any nature form the basis or may amend this Agreement. This Agreement may be extended, renewed, or amended only when agreed to in writing by the Service and the Foundation.
15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by telecopy or facsimile transmission) as against the party signing such a counterpart, but which together shall constitute one and the same instrument.
16. **Headings.** The captions used herein are for convenience or reference only, are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

ARTICLE X

SIGNATURES

IN WITNESS HEREOF, the parties have executed this Agreement on the date(s) set forth below.

FOR THE NATIONAL PARK SERVICE:

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE KNIFE INDIAN HERITAGE FOUNDATION:

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Appendix D — Donor Recognition Examples

Please visit <http://www.nps.gov/policy/DOrders/DO21-reissue.pdf> and http://www.nps.gov/partnerships/donor_partner_plan.htm to obtain the latest information on Donor Recognition Plans.

Apostle Islands National Lakeshore Donor Recognition Plan

Background and Purpose

The National Park Service (NPS) recognizes private philanthropy as both a noble tradition of the national parks and as a vital element of the Service's success. Donations come to the NPS from individuals, organizations, foundations, corporations, businesses, and other entities, purely as expressions of support, in response to the donor's awareness of needs, or as a result of an organized fundraising campaign by others. These funds and in-kind contributions enhance the NPS's ability to carry out its programs and activities. The NPS appreciates the generosity of those who donate directly, and those who work through authorized nonprofit organizations and other authorized individuals or entities to raise funds for the benefit of the National Park System or the programs of the National Park Service.

The Director of the NPS issues policies that serve as the framework for NPS employees' conduct in relation to donation activities and fundraising campaigns which benefit the NPS. These policies can be found in *Director's Order 21 (DO-21): Donations and Fundraising*. Donor Recognition Plans are required for all parks or programs that receive or are likely to receive donations.

Apostle Islands National Lakeshore (APIS) its authorized nonprofit partners (authorized partners), the Friends of the Apostle Islands National Lakeshore (Friends)¹³ and the National Parks of Lake Superior Foundation (NPLSF)¹⁴, regularly receive offers of donations and desire to accept donations and appropriately recognize donors for their support of the mission of APIS, Friends, and NPLSF. Due to the collaborative nature under which the park and its authorized partners operate, this Donor Recognition Plan (Plan), which is consistent with DO-21, was developed cooperatively and will be used by both APIS and its authorized partners. Changes to the Plan will be made, whenever possible, with the full participation and agreement of the authorized partners. These guidelines balance the need to express appropriate and equitable acknowledgement of donors with the need to protect the values and purposes of the National Park Service (NPS).

¹³Authorized by General and Fundraising Agreement Number G6140-05-0033, through 12/03/2009.

¹⁴A General and Fundraising Agreement with Apostle Islands National Lakeshore, Grand Portage National Monument, Isle Royale National Park, and Pictured Rocks National Lakeshore is under development. NPLSF will be an authorized partner when said agreement is signed, and has agreed to abide by the terms of DO-21 and this Donor Recognition Plan as if it is an authorized partner in the interim.

The financial needs of APIS and its authorized partners are diverse and include, but are not limited to, the desire for donations in the categories of capital, operations, endowment, property (real and personal), and programming, as well as special event/program sponsors. For the purposes of this Plan, the term *donation* includes cash and non-cash gifts and refers to something of value received from an outside source without consideration or an exchange of value. Funds or other items received as a result of a competitively awarded grant from a foundation are also covered by the term donation. Grants that are governmental in nature are not included in the scope of this plan. A *sponsor* is a donor who provides a substantial portion of the funding for an authorized event or program. Event sponsors typically receive publicity such as banners and signs at the event as well as prominent mention in printed materials and event advertisements. Recognition of special event sponsors is specifically discussed in this Plan.

Because this Plan is an extension of DO-21, there are several references to particular sections of that document. The reader of this Plan should also be knowledgeable of the contents of DO-21.

This plan will be reviewed each year and updated as necessary.

Donor/Donation Review, Approval, and Acceptance

While the support received through donations can be very important to the successful accomplishment of aspects of the NPS mission, donations *must* be made in a legally and ethically appropriate manner. When accepting a donation, it is important that APIS and its authorized partners weigh the totality of the circumstances surrounding the potential donation. In other words, the acceptance of the donation must 1) maintain the integrity of NPS and the Department of the Interior's (DOI) programs and operations; 2) maintain the impartiality, as well as the appearance of impartiality, of NPS and DOI, and of NPS and DOI employees; and 3) maintain public confidence in the NPS, DOI, and their programs and employees.

Since Friends and NPLSF are the authorized fundraising partners of APIS, donors will often make a donation to Friends or NPLSF, which is subsequently donated to APIS. APIS recognizes that it has no authority to directly regulate the fundraising or donation activities of Friends or NPLSF. Nevertheless, where fundraising is conducted in the name of, or for the benefit of, APIS or the NPS, it is imperative that the integrity of the NPS/APIS mission and its donors be maintained. Violating this integrity could be cause for the NPS to terminate its relationship with an authorized partner.

Before accepting a donation, APIS and its authorized partners will refer to the specific “Donations” guidance outlined in DO-21 (Section 6.0 – 6.1.4). On a project-specific basis, additional fund-raising documents will be prepared when required. APIS and its authorized partners reserve the right to decline any gift for any reason.

APIS will not accept any donation, even from Friends or NPLSF, that in the judgment of the park Superintendent, violates or appears to violate, the specific ethics and integrity provisions of DO-21 or the ethics and integrity provisions of federal law, regulation, or policy. No donation will be accepted from the park concessionaire, any company or organization under a Commercial Use Authorization, or any current Use and Occupancy holder unless there is a clear, unambiguous, written disclaimer from the donor that no consideration will be expected or accepted by the donor, *and* APIS and its authorized partner (as appropriate) weigh the likelihood, as well as the perception, of conflict-of-interest and determine them to be of no significance.

Donor Recognition

Thank You Letters

All donations accepted on behalf of APIS or its authorized partners will be acknowledged in writing by the respective recipient; for APIS, the Superintendent; and for Friends and NPLSF, the Chairs or their designees. Friends and NPLSF will notify the Superintendent of any donations with a value of \$1000 or more. Most contributions to one of the authorized partners are commingled with other funds and lose their identity when conveyed to APIS and therefore will not normally receive an additional thank you letter from the Superintendent. On occasion, however, funds received and acknowledged by one of the park’s authorized partners are earmarked, (i.e. held distinct from other donated or operating funds) due to the conditions on the donation or some other factor. When earmarked donations are conveyed to APIS from one of its authorized partners, the Superintendent will acknowledge the gift made through the partner in writing to the donor directly, with a copy to the Chair of the partner organization. The only exception will be in circumstances where the donor requests anonymity.

Acknowledgement letters from the Superintendent will normally be drafted by the park program manager responsible for the program the donation will support. These letters should be written as soon as possible after the donation is received. The letter should identify the type of donation (if cash, the amount), reiterate any conditions of the donation which the park agrees to, and thank the donor.

Additional Types of Recognition

In addition to thank you letters, APIS and/or its authorized partners may choose to recognize a donor through press releases, media photo opportunities, mementos, certificates, an article or listing in either the APIS or authorized partner's newsletter, annual report, or website, and/or event recognition, as appropriate, subject to donor approval. Partners may also provide premiums in recognition of donations above certain thresholds. In some cases, certain types of recognition are a condition of APIS or Friends and NPLSF receiving a donation. In those cases, appropriate recognition will take place through one or more of the options listed below.

Donor Recognition Board

APIS and its authorized partners believe it is fitting and appropriate that there be a single location in the park where generous donors are publicly recognized in a systematic and on-going manner. This will serve as both a tangible and visible record of philanthropic support for the park, and an expression of APIS, Friends, and NPLSF appreciation for such support.

A Donor Recognition Board or equivalent display will be established and located in one of the foyers of the park's Visitor Center on the mainland, since it is the primary visitor point of contact. Approved donor recognition may include the donor name, the year, and when appropriate, the type of project donation. *Corporate name scripts and logos will not be used on the Donor Recognition Board.* Anonymity will be respected and only those donors wishing to be recognized will be acknowledged.

The Donor Recognition Board will utilize a format that allows recognition of donors by the placement of name plates or other markers that can be added or removed with relative ease, or the simple redesign and replacement of the entire display on an as-needed basis.

Some donor recognition displays emphasize the amount of a donor's contribution, or display the names of more generous donors in larger type or for a longer period of time. All donations are truly important to Apostle Islands National Lakeshore, however. Even while we are acknowledging our appreciation for donations, it is important to preserve the integrity and impartiality of the public trust. Hence the APIS Donor Recognition Board will be designed to thank all donors above a threshold (\$500 in cash or equivalent value) equally, and normally for a one year period in the year following the donation. This threshold will be reviewed and revised as needed. The Donor Recognition Board may be combined with a Volunteer Recognition Board.

Other types of recognition may be added to the Donor Recognition Board at the discretion of the Superintendent as the need arises to acknowledge major financial contributions to the park (e.g. endowments, lifetime gifts, planned gifts, bequests. etc.).

Bulletin Boards and Interpretive Signs

When a significant donation is received that supports a park program in the field, the Superintendent may authorize the acknowledgement of the donation on a park bulletin board (for a short term program) or a park interpretive sign (for a long-term or permanent enhancement to the park or its programs). See section on Credit Lines for additional guidance. For example: in recognition of the donation of funding to support a ranger at Meyers Beach, the following message was posted on the Meyers Beach Bulletin Board.

The Friends of the Apostle Islands National Lakeshore...

was created to help promote an appreciation for and to help preserve the cultural and natural heritage of the Apostle Islands.

Their goals include:

- Connect people with the history, beauty, and adventure of the Apostle Islands National Lakeshore.
- Increase community involvement with the islands.
- Support the educational, recreational, and resource protection efforts of the National Park Service.
- Raise funds to support park projects and events.

Funds raised by the "Friends" cover the costs of a park ranger and a Student Conservation Association intern stationed at Meyers Beach in summer 2006.

The National Park Service gratefully acknowledges this gift.

Memorials

A donation given "in memory of" or "in honor of" an individual(s) will be recognized in the same way as other contributions. Memorial plaques, headstones, or monuments will not be placed in the park except as authorized by Chapter 9.6 of NPS Management Policies 2006.

Benches, Trees, or Other Plantings

At the discretion of the Superintendent and consistent with park needs, donations of benches, trees, or other plantings may be accepted. APIS will determine the most appropriate location for these items, which will generally be placed in developed areas of the park (and never, for benches, in designated wilderness) unless the donation is to support the park's ecological restoration efforts in the backcountry. Recognition for a donated bench, tree, or planting will occur at the Donor Recognition Board in the park Visitor Center, or on a park Bulletin Board near the donated item, not on the item itself, subject to the guidelines noted elsewhere in this plan.

Site-Specific Donor Recognition For Approved Capital Projects

In addition to being recognized on the Donor Recognition Board, it is possible that some donors may be recognized in other ways at the site of the capital project.

Long-term recognition: Recognition of capital contributions for preservation, rehabilitation, or construction of park buildings/structures or sites may be provided by donor recognition plaques or on-site donor boards, when circumstances warrant, as determined by the Superintendent. Generally, it will be desirable to focus donor recognition for capital projects at the Donor Recognition Board in the Visitor Center. However, when on-site recognition is a key factor in successful project accomplishment and after careful review the Superintendent determines that the additional recognition is appropriate and consistent with NPS policy and DO-21, donors may be acknowledged both at the project location and the Donor Recognition Board. The duration and kind of on-site donor recognition (i.e. displaying a recognition plaque stating that the work done on the building was "made possible through a generous donation from XYZ") will be considered on a case-by-case basis and will be agreed to in writing in advance of the donation. Plaques or other donor recognition treatment will not be affixed to the historic fabric of cultural resources, placed in natural zones, or otherwise be placed where they would intrude on the character of the area.

Short-term recognition: During project fundraising, construction, and for a limited time following project completion, temporary, on-site, signs may be used by APIS and its authorized partners (subject to APIS approval) to recognize donors involved in specific capital improvement or rehabilitation projects. APIS, Friends, or NPLSF will be responsible for creating the temporary sign, which will be attractively done, describe the project, acknowledge donors, and not intrude on the visitor experience. Donor name scripts and business logos *may* be included as part of the recognition provided they amount to short, discrete, unobtrusive donor credit lines at the end of the information on the sign. The level of donation required for temporary, on-site recognition will be determined on a case-by-case basis, depending on the total cost and duration of the project.

Credit Lines, Logos, and Name Script

Brochure or other printed material: A donor name script or logo may be included as part of the recognition provided it amounts to a short, discrete, unobtrusive donor credit line at the end of the material. For example, the credit line on a park brochure may state: “This brochure was made possible through the contribution of <logo, name script, or name>”.

Electronic material (video, film, etc.): The donor recognition may appear either at the beginning of the presentation or at the end. However, the use of digital on-screen graphics or “bugs” are not permissible forms of donor recognition. In the case of computerized information kiosks or other electronic displays to be placed in visitor service areas, the credit line containing the donor name script or logo may appear either at the beginning of the presentation or at the end. The recognition may not appear on the kiosk casing itself.

Physical items that remain in the park: Except as noted elsewhere, donor recognition will not normally be permitted on other donated or donor funded items, interpretive waysides, recreation equipment, and other items that remain in the park.

Boats, motor vehicles, clothing, or equipment: No donor recognition will be allowed on any of these items used by the NPS or its employees in the performance of their duties.

Advertising and marketing slogans and tag lines: These may not appear under any circumstances.

Special Events in Apostle Islands National Lakeshore

The primary guidance for holding special events (or “special park uses”) is found in Director’s Order 53 on Special Park Uses and in Special Directive 95-11. Director’s Order 21 applies to NPS donor or partner recognition at such events.

Special events fall into two categories; non-NPS events allowed under special park use permit, and events wholly or partially sponsored by the NPS. In either case, *the Superintendent will not allow recognition that suggests commercialization of APIS*. However, the Superintendent may recognize business sponsors by limited use of logos and name script on event facilities, signs and literature at such special events provided that the size, scale, scope and location of business logos and name script does not dominate the event facilities or area. Events may not be “named” for sponsoring business entities, as in “XYZ Corp. Heritage Festival”.

NPS Sponsored and Co-sponsored Events

For officially-sponsored NPS events, the name of the event must predominate. At these events, the NPS may provide appropriate recognition provided that business names are not used in any way that would imply or suggest NPS endorsement of a product or company, or be construed as commercial solicitation or advertising. The purpose of such recognition is to acknowledge the sponsor. To ensure against the appearance of endorsement, pre-event written agreements must spell out the responsibilities of the parties and any conditions on the offering or acceptance of the gift and should include provisions specifying the amount, type, and size of sponsor recognition signs. These provisions may be included in a special park use permit, an exchange of letters, or other written documentation.

On-site notices (e.g. banners) must be appropriate to the character and scale of the event. Such notices may be displayed for a period of time in advance of the event to encourage public attendance. Banners *must not* have text such as “XYZ Company Clean Up the Park Day” or “Clean Up the Park Day Sponsored by XYZ Company.”

Sponsors may be permitted to establish a temporary hospitality area for sponsored special events.

Distribution of free product or sample products is permitted at events co-sponsored by NPS only if the item directly relates to the purpose of the event (e.g. plastic bags for a clean-up day) or is consumable at the event. The items may be imprinted with the name of the event and recognize sponsors by name (using name script if desired), logo and website address.

Non-NPS Events

Guidance on this topic is found in Director’s Order 53 on Special Park Uses. It is worth repeating a salient directive here from DO-53: *The National Park Service will not permit the public staging of special events that are conducted primarily for the material or financial benefit of the organizers or participants, or which involve commercialization or in-park advertising or publicity.* Notices on temporary displays directly associated with the event containing sponsors’ names, logos, or name script may be placed in close proximity to the event in both time and location. Banners *must not* have text such as “XYZ Company Clean Up the Park Day” or “Clean Up the Park Day Sponsored by XYZ Company” or in any way imply NPS involvement or endorsement of the event.

Distribution of free products or sample products to park visitors or others is not permitted at non-NPS events.

Prohibited Recognition

Naming of Park Features or Facilities

The naming of natural or cultural features, park facilities, recreational resources, or rooms will not be used to recognize monetary contributions or other donations to APIS, Friends and NPLSF, or the NPS. (See 36 CFR §2.62 (Memorialization) and NPS Management Policies 9.6.)

Special Consideration

Donors will not receive special consideration regarding any law, regulation, or policy affecting public use of the park. This includes application for Special Use Permits, and the prohibitions and limitations on in-park advertising.

Endorsement

Acceptance of private support by APIS or Friends or NPLSF is not and should not be interpreted as an endorsement of that donor, or any product or programs associated with that donor. Federal employees are prohibited from using or permitting the use of their position, title, or authority to endorse any service, product, or enterprise. This prohibition does not prevent APIS or its authorized partners from acknowledging the assistance provided by a donor and how that assistance has benefited the park.

Use of the NPS Arrowhead or Images of NPS Staff in Uniform by the Donor

These uses are strictly regulated by federal law, regulation, and NPS policy.

See 36 CFR11

(http://www.access.gpo.gov/nara/cfr/waisidx_04/36cfr11_04.html) and DO-52D (<http://www.nps.gov/policy/DOrders/52D--60-day.htm>) for additional guidance.

Homestead National Monument of America Donor Recognition Plan

The National Park Service (NPS) recognizes private philanthropy as both a noble tradition of the national parks and as a vital element of the Service's success. Donations come to the NPS from individuals, organizations, foundations, corporations, businesses, and other entities, purely as expressions of support, in response to the donor's awareness of needs, or as a result of an organized fundraising campaign by others. These funds and in-kind contributions enhance the NPS's ability to carry out its programs and activities. The NPS appreciates the generosity of those who donate directly, and those who work through authorized nonprofit organizations and other authorized individuals or entities to raise funds for the benefit of the National Park System or the programs of the National Park Service.

The Director of the NPS issues policies that serve as the framework for NPS employees' conduct in relation to donation activities and fundraising campaigns which benefit the NPS. These policies can be found in *Director's Order 21 (DO-21): Donations and Fundraising*. Donor Recognition Plans are required for all parks or programs that receive or are likely to receive donations.

Homestead National Monument of America (HOME) and its 501(c)3 partner, Friends of Homestead National Monument of America (FRIENDS), regularly receive offers of donations and desire to accept donations and appropriately recognize donors for their support of the mission of HOME and FRIENDS. Due to the seamless nature under which the park and its partner operate, this Donor Recognition Plan (Plan), which is consistent with DO-21, was developed jointly and will be used by both HOME and FRIENDS. These guidelines balance the need to express appropriate and equitable acknowledgement of donors with the need to protect the values and purposes of the National Park Service (NPS).

The financial needs of HOME and FRIENDS are diverse and include, but are not limited to, the desire for donations in the categories of capital, operations, endowment, property (real and personal), and programming, as well as special event/program *sponsors*. For the purposes of this Plan, the term "donation" includes "gifts" and refers to something of value received from an outside source without consideration or an exchange of value. Funds or other items received as a result of a competitively awarded grant from a foundation are also covered by the term "donation". Grants that are governmental in nature are not included in the scope of this plan. A "sponsor" is a donor who provides a substantial portion of the funding for an event or program. Event sponsors typically receive publicity such as banners and signs at the event as well as prominent mention in printed materials and event advertisements. Recognition of special event sponsors is in Section III.F of the Plan.

Because this Plan is an extension of DO-21, there are several references to particular sections of that document. The reader of this Plan should also be knowledgeable of the contents of DO-21.

This plan will be reviewed each year and updated as necessary.

I. Donor/Donation Review, Approval, and Acceptance

The support received through donations is very important to the successful accomplishment of the NPS mission, but donations must be made in a legally and ethically appropriate manner. When accepting a donation, it is important that HOME or FRIENDS weigh the totality of the circumstances surrounding the potential donation. In other words, the acceptance of the donation must 1) maintain the integrity of NPS and the Department of the Interior's (DOI) programs and operations; 2) maintain the impartiality, as well as the appearance of impartiality, of NPS and DOI, and of NPS and DOI employees; and 3) maintain public confidence in the NPS, DOI, and their programs and employees.

Since FRIENDS is the authorized fundraising partner of HOME, donors will often make a donation to FRIENDS, which is subsequently donated to HOME. HOME recognizes that it has no authority to directly regulate the fundraising or donation activities of FRIENDS. Nevertheless, where fundraising is conducted in the name of, or for the benefit of HOME, it is imperative that the integrity of the NPS/HOME mission and its donors be maintained.

Before accepting a donation, HOME and FRIENDS will refer to the specific "Donations" guidance outlined in DO-21 (Section 6.0 – 6.1.4). On a project-specific basis, additional fund-raising documents will be prepared when required. HOME reserves the right to decline any gift for any reason.

II. Donor Recognition

A. Thank You Letters

All donations accepted on behalf of HOME or FRIENDS will be acknowledged in writing by the respective recipient; for HOME, the Superintendent; and for FRIENDS, the President. FRIENDS will notify the Superintendent of any donations with a value of \$2,500 or more, and the Superintendent will acknowledge the donor's gift in writing, except where anonymity is requested. The Superintendent's acknowledgement should identify the type of donation (if cash, the amount), reiterate any conditions of the donation, and thank the donor.

B. Additional Types of Recognition

In addition to thank you letters, HOME and/or FRIENDS may choose to recognize a donor through a variety of ways including press releases, media photo opportunities, mementos, certificates, premiums, listing in FRIENDS' newsletter, annual report, or website, and/or event recognition, as appropriate,

subject to donor approval. Donors' names will be added to HOME's mailing list. In some cases, certain types of recognition are a condition of HOME or FRIENDS receiving a donation. In those cases, appropriate recognition will take place through one or more of the options listed below.

C. Acknowledgement on Donor Recognition Plaque

HOME and FRIENDS believe it is fitting and appropriate that there be a single location in the park where donors are publicly recognized in a systematic and on-going manner. This will serve as both a tangible and visible record of philanthropic support for the park, and an expression of HOME's and FRIENDS' appreciation for such support.

A Donor Recognition Plaque will be located in either of the foyers of the Heritage Center, since it is the primary visitor point of contact. Donor approved recognition may include the donor name and when appropriate, the type of project donation. *Corporate name scripts and logos will not be used on the Donor Recognition Plaque.* Anonymity will be respected and only those donors wishing to be recognized will be acknowledged with a nameplate. An anonymous plate will be included on the plaque and updated annually. Accumulating totals can move donors to higher levels. Donors over \$100,000 can be recognized with an additional appropriate plaque located at either the Heritage Center foyers or Education Center. Donor recognition for projects at the Freeman School will also be identified in the school's history book

Monetary contributions or other contributions which can be expressed as having direct monetary value will be recognized as follows:

1. Contributions

Amount of Donation		
Hand Power	–	\$100 - \$499
Horse Power	–	\$500 - \$999
Steam Power	–	\$1,000 - \$4,999
Gas/Diesel	–	\$5,000 - \$49,999
Electric	–	\$50,000 - \$99,999
Power of the Future	–	\$100,000+

These categories, relating to power, will promote the industrial theme associated with the homestead story.

2. Memorials

A cash donation given “in memory of” or “in honor of” an individual(s) will be recognized in the same way as contributions.

3. Benches/Trees/Plantings

At the discretion of the Superintendent and consistent with park needs, donations of benches, trees, or other plantings may be accepted. HOME will determine the most appropriate location for these items. Recognition for a donated bench, tree, or planting will occur on the Donor Recognition Plaque, not on the item itself, subject to the guidelines noted in Section II.C.1 – Contributions

D. Site-Specific Donor Recognition for Capital Projects

In addition to being recognized on the plaque, it is possible that some donors may be recognized in other ways at the site of the capital project.

Longer-term recognition: Recognition of capital contributions for preservation, rehabilitation, or construction of park buildings/structures or sites may be provided by donor recognition plaques or on-site donor boards, when circumstances warrant, as determined by the Superintendent of HOME. Generally, it will be desirable to focus donor recognition for capital projects on the plaque. However, when on-site recognition is a key factor in successful project accomplishment, recognition of donors may be appropriate near the project location and on the plaque. The duration and kind of on-site donor recognition (i.e. displaying a recognition plaque stating that the work done on the building was “made possible through a generous donation from XYZ”) will be considered on a case-by-case basis and will be agreed to in writing in advance of the donation.

Short-term recognition: During project fundraising, construction, and for a limited time following project completion, temporary, on-site, signs may be used by HOME and FRIENDS to recognize donors involved in specific capital improvement/rehabilitation projects. HOME and/or FRIENDS will be responsible for creating the temporary sign, which will be professionally done, describe the project, acknowledge donors, and not intrude on the visitor experience. Donor name script and business logos may be included as part of the recognition provided it amounts to a short, discrete, unobtrusive donor credit line at the end of the information on the sign. The level of donation required for temporary, on-site recognition will be determined on a case-by-case basis, depending on the total cost and duration of the project.

E. Credit Lines, Logos, and Name Script

- Brochure or other printed material: Donor name script or logo may be included as part of the recognition provided it amounts to a short, discrete, unobtrusive donor credit line at the end of the material. For example, the credit line on a park brochure may state: “This brochure was made possible through the contribution of <logo, name script, or name>”.
- Electronic material (video, film, etc.): The donor recognition may appear either at the beginning of the presentation or at the end. However, the use of digital on-screen graphics or “bugs” are not permissible forms of donor recognition. In the case of computerized information kiosks or other electronic displays to be placed in visitor service areas, the credit line containing the donor name script or logo may appear either at the beginning of the presentation or at the end. The recognition may not appear on the kiosk casing itself.
- Physical items that remain in the park: Recognition for all other donated or donor funded items, interpretive waysides, recreation equipment, and other items that remain in the park, may include a short, discrete, unobtrusive credit line using the donor’s name, but not name script or logo.
- Vehicles: No recognition will be allowed on motor vehicles. Advertising and marketing slogans and tag lines may not appear under any circumstances.

F. Special Events at Homestead National Monument of America

The primary guidance for holding special events (or “special park uses”) is found in Director’s Order 53 on Special Park Uses and in Special Directive 95-11. Director’s Order 21 applies to NPS donor or partner recognition at such events.

Special events fall into two categories; non-NPS events allowed under special park use permit, and events wholly or partially sponsored by the NPS. In either case, the Superintendent may not allow recognition that suggests commercialization of HOME. However, the Superintendent may recognize business sponsors by limited use of logos and name script on event facilities, signs

and literature at all such special events provided that the size, scale, scope and location of business logos and name script does not dominate the event facilities or area. Events may not be “named” for sponsoring business entities, as in “XYZ Corp. Heritage Festival”.

1. NPS Sponsored and Co-sponsored Events

For officially-sponsored NPS events, the name of the event must predominate. At these events, the NPS may provide appropriate recognition provided that business names are not used in any way that would imply or suggest NPS endorsement of a product or company, or be construed as commercial solicitation or advertising. The purpose of such recognition is to acknowledge the sponsor.

On-site notices (e.g. banners) must be appropriate to the character and scale of the event. Such notices may be displayed for a period of time in advance of the event to encourage public attendance. Sponsors may be permitted to establish a temporary hospitality area for sponsored special events.

Distribution of free product or sample products is permitted at events co-sponsored by NPS only if the item directly relates to the purpose of the event (e.g. plastic bags for a clean-up day) or is consumable at the event. The items may be imprinted with the name of the event and recognize sponsors by name (using name script if desired), logo and website address.

2. Non-NPS Events

Guidance on this topic is found in Director’s Order 53 on Special Park Uses. Notices on temporary displays directly associated with the event containing sponsors’ names, logos, or name script may be placed in close proximity to the event in both time and location. Distribution of free products or sample products to park visitors is not permitted at non-NPS events.

III. Prohibited Recognition

A. Naming of Public Facilities

The naming of features or park facilities will not be used to recognize monetary contributions or other donations to HOME, FRIENDS, or the NPS. (See 36 CFR §2.62 (Memorialization) and *NPS Management Policies* 9.6.)

B. Special Considerations

Donors will not receive special consideration regarding any law, regulation, or policy affecting public use of the park. This includes application for Special Use Permits, and the prohibitions and limitations on in-park advertising.

C. Endorsement

Acceptance of private support by HOME or FRIENDS is not and should not be interpreted as an endorsement of that donor, or any product or programs associated with that donor. Federal employees are prohibited from using or permitting the use of their position, title, or authority to endorse any service, product, or enterprise. This prohibition does not prevent HOME and FRIENDS from acknowledging the assistance provided by a donor and how that assistance has benefited the park.

D. Natural, cultural, and recreational resources (trees, buildings, trails, etc.)

Natural, cultural, and recreational resources of any kind will not be named for or in honor of an individual, organization, or business.

IV. Corporate Support of National Parks

Corporate support is part of the long tradition of philanthropy and shared stewardship of the National Park System as well as individual parks. HOME and FRIENDS welcome and encourage corporate America's continued support of the HOME and FRIENDS missions. HOME and FRIENDS will follow the requirements pertaining to acceptance and recognition of corporate donations as in Section 7 of DO-21.

V. Signatures

Homestead National Monument of America Friends of Homestead National Monument

Mark Engler
Superintendent

Laureen Riedesel
President

Appendix E — Resources

NPS Web Pages

NPS Partnership Homepage provides comprehensive information related to managing effective relationships with primary partners.

<http://www.nps.gov/partnerships/index.htm>

Authorities

Information on the laws, regulations and policies for the National Park Service can be found at the following site <http://data2.itc.nps.gov/npspolicy/>

Management Policies and Director's Orders

NPS Management Policies sets out the basic policies for the management of the national park system. <http://www.nps.gov/policy/MP2006.pdf>

DO #21 is available at

<http://www.nps.gov/policy/DOrders/DO21-reissue.pdf>

The *Reference Guide to Director's Order #21 — Donations and Fundraising* can be found at <http://www.nps.gov/policy/DOrders/DO21-ReferenceGuide.html>

Agreements

Agreements Handbook including DO #20 provides additional guidance on other kinds of agreements that may be used to implement aspects of partnerships. <http://www.nps.gov/hfc/acquisition/agreements.htm>

Rivers, Trails, and Conservation Assistance Program, also known as the Rivers & Trails Program or RTCA, is a community resource of the National Park Service. Rivers & Trails staff work with community groups and local and State governments to conserve rivers, preserve open space, and develop trails and greenways. <http://www.nps.gov/rtca/>

Community Toolbox — Consensus Building is a collection of techniques for public participation that communities can use to get organized, to turn their vision into reality, to work together to improve their special places.

http://www.nps.gov/phs/rtcatoobox/index_comtoolbox.htm

Department of the Interior Departmental Manual

Donation Guidelines (374 DM 6)

http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3692

Ethics Issues in Partnerships can be found at

<http://www.doi.gov/partnerships/ethics>

Partnership Legal Primer introduces federal law and ethical considerations affecting partnerships. It can be found on the Department of the Interior's Partnership web page

http://www.doi.gov/partnerships/partnership_legal_framework.html

Friends Group Directory provides contact information for these groups, identifies the parks they support and the NPS region in which they are located
http://data2int.itc.nps.gov/partnerships/friends_groups_directory.cfm

NPS VIP Program - <http://www.nps.gov/volunteer>

The NPS Identity Program was created in response to the NPS Message Project. <http://www.nps.gov/hfc/products/message-project.htm>

Director's Order #70 on Internet and Intranet Publishing establishes NPS policy on the development of NPS websites
<http://inside.nps.gov/helpdesk/manual.htm>

Special Directive 93-07: Use of the Arrowhead Symbol
<http://www.graphics.nps.gov/arrowheads.htm>

Draft Director's Order #52D: Use of the Arrowhead Symbol
<http://www.nps.gov/hfc/products/pubs/directive-93-07.html>

Federal Partnership Sites

Army Corps of Engineers

The Natural Resources Management Partnership Page maintained by the Natural Resources Management Branch of the Army Corps of Engineers explores potential concepts for public-private partnerships in recreation and natural resources management. The purpose of this site is to clarify and define the responsibilities and legal restrictions pertaining to working with a wide range of partners for recreation and natural resources management. It will also help users to identify potential forms of public-private partnerships and to understand the differences between the various authorities. This will assist users in determining which authority to use for a particular situation.
<http://corpslakes.usace.army.mil/partners/partners.html>

U.S. Fish & Wildlife Service

Partners for Fish and Wildlife Program is a voluntary partnership program that helps private landowners restore wetlands and other important fish and wildlife habitats on their own lands.
<http://ecos.fws.gov/partners/viewContent.do?viewPage=home>

The Refuge Support Groups consist of private citizens who form grassroots nonprofit organizations which provide volunteer and financial support to their local National Wildlife Refuge or service facility. The website provides information on the Refuge Support Groups program, cooperating agencies, resources, publications, training, and grants.
<http://www.fws.gov/friends/home/frontpg-blue-600.asp>

Bureau of Land Management

The Bureau of Land Management's partnership website: Provides BLM, its partners, and the public information and tools to foster the understanding and skills necessary for successful, collaborative partnership with communities.

<http://www.blm.gov/partnerships/>

US Forest Service

The United States Forest Service's Partnership Resource Center: Website has a comprehensive list of available training in partnership competencies and numerous links to training opportunities.

<http://www.partnershipresourcecenter.org/>

<http://www.partnershipresourcecenter.org/resources/publications/index.php>

Partner Organizations

National Park Foundation (NPF) was chartered by Congress in 1967 to raise private support for National Parks, and to further the conservation of natural, scenic, historic, scientific, educational, inspirational, or recreational resources for future generations of Americans. *<http://www.nationalparks.org/Home.asp>*

Association of Partners for Public Lands, through education, information, and representation, enhances the potential of its members — the cooperating and interpretive associations and friends groups — to provide the highest levels of program and service to public agencies entrusted with the care of America's natural and cultural heritage. Training available in “Fundraising Basics and Obtaining Grants to Meet Your Needs. *<http://www.appl.org/>*

Non Profits

Guide to Nonprofit Charitable Organizations a compilation of web resources and articles on nonprofits, fundraising, and related issues by Joanne Fritz.

Visit *<http://nonprofit.about.com/>*.

Earth Share

A nationwide network of America's leading nonprofit environmental and conservation organizations, works to promote environmental education and charitable giving through workplace giving campaigns.

Visit *<http://www.earthshare.org/>*.

Panel on the Nonprofit Sector is an independent effort by charities and foundations to ensure that the nonprofit community remains a vibrant and healthy part of American society. A current publication available is “Principles for Good Governance and Ethical Practice: A Guide for Charities and Foundations” 2007. <http://www.nonprofitpanel.org>

The Nonprofit Online Resource provides fundraising resources, nonprofit marketing advice, a dictionary of nonprofit terms, and tips on graphics. If you register your nonprofit, you have access to “virtual interactive consultant.” Visit: http://www.findit.org/html/fund_raising.html.

GuideStar’s mission is to revolutionize philanthropy and nonprofit practice by providing information that advances transparency, enables users to make better decisions, and encourages charitable giving. Search GuideStar’s database of more than 850,000 IRS-recognized nonprofit organizations for details of grant-makers through their posted 990. Visit <http://www.guidestar.org>.

Innovation Network, Inc. (InnoNet) is a nonprofit organization working to share planning and evaluation tools and know-how. They provide consulting, training, and online tools for nonprofits and funders. Visit <http://www.innonet.org/>.

The Management Assistance Program for Nonprofits (MAP for nonprofits) MAP for Nonprofits provides management consulting and services, as well as board recruitment and training, to large, medium and small nonprofit organizations in the Twin Cities and beyond, helping nonprofit clients to more effectively achieve their missions. Its Free Management Library includes original material, and provides links to nonprofit resources on the Internet. It is a free community resource intended for users across the world. Visit <http://mapnp.nonprofitoffice.com/>.

Minnesota Council on Nonprofits Management Resources (MCN) Through its website, MCN offers resource publications, workshops and events, cost-saving programs and advocacy. MCN continually works to inform, promote, connect and strengthen individual nonprofits and the nonprofit sector. Visit <http://www.mncn.org/>.

University of Wisconsin Extension, Learning Institute for Nonprofit Organizations (UWEX)

A nonprofit management education center, UWEX provides a compilation of resources arranged by categories that include Board Development/Governance, Foundation Information, Fundraising and Grant Writing, Giving/Philanthropy, Strategic Planning/Program planning etc. Visit <http://www.uwex.edu/li/learner/sites.htm>.

The National Association of State Charity Officials (NASCO)

An association of state offices charged with oversight of charitable organizations in the United States. Since the requirements and procedures for forming charitable organizations differ from state to state, as do the registration and filing requirements for organizations that conduct charitable activities or solicit charitable contributions, the site contains links to state-specific information. Visit <http://www.nasconet.org/>.

Nonprofit Resource Center

A one-stop directory for internet resources of interest and value to nonprofit organizations. The site is designed for managers, board members and volunteers of nonprofit and tax-exempt organizations, as well as people who are considering starting a nonprofit organization. A law firm, whose sole business is low-cost incorporations of nonprofit organizations, is provided as a service of nonprofit incorporators. Visit <http://not-for-profit.org/index.html>.

Nonprofit Times

The leading business publication for nonprofit management, Nonprofit Times' website provides a collection of links as selected articles from current and back issues of the publication. Visit <http://www.nptimes.com/>.

TechSoup

Created by CompuMentor, a San Francisco charity, TechSoup a one stop resource for nonprofits' technology needs. It provides free information, resources, and support. In addition to online information and resources, they offer a product philanthropy service called TechSoup Stock where nonprofit can access donated and discounted technology products. Visit <http://www.techsoup.org/>.

Unified Registration Statement, The Multi-State Filer Project

The Unified Registration Statement represents an effort to consolidate the information and data requirements of all states that require registration of nonprofit organizations performing charitable solicitations within their jurisdictions. The effort is organized by the National Association of State Charities Officials and the National Association of Attorneys General, and is one part of the Standardized Reporting Project, whose aim is to standardize, simplify, and economize compliance under the states' solicitation laws. Visit www.multistatefiling.org.

Philanthropy

The American Institute of Philanthropy (AIP) is a nationally prominent charity watchdog service whose purpose is to help donors make informed giving decisions. Visit <http://www.charitywatch.org>.

Association of Fundraising Professionals (AFP) represents nearly 28,000 members in more than 190 chapters throughout the world working to advance philanthropy through advocacy, research, education and certification programs. The association fosters development and growth of fundraising professionals and promotes high ethical standards in the fundraising profession. Visit www.afpnet.org.

The Chronicle of Philanthropy is the newspaper of the nonprofit world. It is the primary news source, in print and online, for charity leaders, fund raisers, grant makers, and other people involved in the philanthropic enterprise. Visit <http://philanthropy.com/fundraising>.

The Foundation Center's mission is to strengthen the nonprofit sector by advancing knowledge about U.S. philanthropy. It maintains lists of training and technical assistance resources such as grant writing guides for grant seekers, and has an online orientation to the grant seeking process. Visit <http://foundationcenter.org>.

The Grantsmanship Centers offers grantsmanship training to nonprofit and government agencies. TGCI conducts some 200 workshops annually in grantsmanship and proposal writing, and produces publications including Program Planning and Proposal Writing, an industry standard. Subscribe to the free Grantsmanship Center Magazine. Website also includes Federal Register grant information, state funding, and community foundation information. Visit <http://www.tgci.com>.

Grassroots Fundraising Journal

The flagship publication of Grassroots Fundraising, available by subscription. Articles from previous publications can be ordered in PDF format, and the website offers a few free articles such as The Ten Most Important Things You Can Know About Fundraising. Visit www.grassrootsfundraising.org.

Printed Materials

Heinze-Lacey, Beverly (2002) **Taking Flight — An Introduction to Building Refuge Friends Organizations**. National Wildlife Refuge Association

Howe, Jim, Ed McMahon, and Luther Propst (1997). **Balancing Nature and Commerce in Gateway Communities**. Island Press, Washington, D.C. and Covelo, California.

Propst, Luther, and Liz Rosan (1997). **National Parks and their Neighbors: Lessons from the Field on Building Partnerships with Local Communities**. The Sonoran Institute, Tucson, Arizona.

Stolton, Sue, and Nigel Dudley, editors (1999) **Partnerships for Protection: New Strategies for Planning and Management of Protected Areas**. WWF/IUCN, Gland, Switzerland. Earthscan, London.

Wondolleck, Julia M. and Steven L. Yaffee (2000) **Making Collaboration Work: Lessons from Innovation in Natural Resource Management**. Island Press, Washington, D.C. and Covelo, California.

Schaff, Terry & Schaff Doug (1999) **The Fundraising Planner— A Working Model for Raising the Dollars You Need**. Jossey-Bass Publishers

Klein, Kim. (1996) **Fundraising for Social Change Berkley**: Chardon Press

Straus, David. (2002) **How to Make Collaboration Work: Powerful Ways to Build Consensus, Solve Problem, and Make Decisions**. Kerrett-Koehler Publishers. <http://www.bkconnection.com/static/collaboration.asp>

Other Resources & Trainings

Fundraising Basics –Understanding the Fundraising Process
Participants Guide
NPS TEL Event
August 1, 2007

Developing and Working with Friends Groups
Participants Guide
U.S. Fish and Wildlife Service
National Conservation Training Center
May 30 – June 1, 2007

The Language of Partnership
Participants Guide
Language of Partnership Seminar
Association of Partners for Public Lands
Annual Convention
March 22, 2007

Understanding the Revisions of Directors Order
#21 – Donations & Fundraising
Participants Guide
NPS TEL Event
September 28, 2006

Obtaining Grants to Meet your Needs
Participants Guide
NPS TEL Event
September 19, 2006

Working with NPS Agreements for Partnerships:
Module II – Developing and Managing Agreement for Effective Partnering
Participants Guide
NPS TEL Event
November 4, 2004

Working with NPS Agreements for Partnerships:
Module I – Tools for Effective Partnering
Participants Guide
NPS TEL Event
November 3, 2004

Building a Partnership Workplace
Participants Guide
NPS TEL Event
September 2, 2004

Additional Fundraising Resources

Federal Funding Sources — Federal agencies allow applicants to electronically find and apply for competitive grant opportunities from all the US Federal agencies that manage grant funds at <http://www.grants.gov/>.

Essentials of Fundraising — The knowledge of these principles will help park/partners make intelligent judgments about fundraising to benefit the park. <http://www.nps.gov/partnerships/principles.htm>.

Partnership Legal Primer — Introduces federal law and ethical considerations affecting partner-ships. It can be found on the Department of the Interior's Partnership web page: http://www.doi.gov/partnerships/partnership_legal_framework.html

Department of the Interior Departmental Manual: Donation Guidelines (374 DM 6) http://elips.doi.gov/app_dm/act_getfiles.cfm?relnum=3692.

Ethics Issues in Partnerships: <http://www.doi.gov/partnerships/ethics.html>

The Fundraising Feasibility Study: It's Not About the Money. Novam, Martin L. CFRE, editor. 2007. John Wiley and Sons Inc., Hoboken, New Jersey.

Free Complete Toolkit for Nonprofits. Foundation Source and the National Council of Nonprofit Associations, <http://www.managementhelp.org/boards/boards.htm#anchor314119>

