



UNITED STATES DEPARTMENT OF AGRICULTURE

Expanded Partnership Authority for Interpretive Services: Frequently Asked Questions & Best Practices

June 13, 2017



Expanded Partnership Authority for Interpretive Services

Cooperative Funds and Deposits Act, 16 U.S.C. 565a-1, as amended.
Effective January 1, 2014; Expires September 30, 2019



U.S. FOREST SERVICE

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This document provides FAQs and examples of how other people have used the expanded authorities and new agreement templates. The authorities can be used to enhance and clarify on-going projects and operations with current partners and to work in different ways with both new and existing partners.

In your efforts to explore new ideas in working with your partners – or borrowing some ideas shared here – it's critical to include the critical players throughout your planning. Typical people to keep in the loop include Forest Service line officers, partner organization executive officers, program staff from both organizations, grant and agreements staff, and field staff at the district or forest level who will be involved in project implementation and delivery of the service to the public

Contents

General Expanded Authority Questions	4
Agreement Development and Administration Questions	5
Special Use Permit Questions	6
Activities, Programs and Services Questions	7
Aid to the Agency Questions	8
Reporting Accomplishments Questions	10
Sales Outlets and Sales Operations Questions	10
Map Sales Questions	13
Charging Fees for Program Facilities Questions	14
Operations Questions	15
Resources for more Information	18
Appendix i: Interpretive Associations background	19
Appendix ii: Reporting Template Example	20
Appendix iii: G&A Agreement Decision Tree	21
Appendix iv: Interagency Pass Marketing Policy	22
Appendix v: Annual Pass Exchange Form	28

America's National Forests were created with a grand aspiration- to provide the greatest good for the greatest number in the long run. This goal has endured for more than 100 years of the Forest Service's existence, and will continue to guide our work in perpetuity. Our National Forests are a priceless legacy, and the American public places its trust in our agency to preserve this ideal for the common good and for the benefit and enjoyment of all people.

The interpretive services program of the Forest Service is committed to providing meaningful outdoor experiences and increasing understanding and appreciation for our natural and cultural resources. As an agency, we wouldn't be able to complete this work without our Interpretive Associations and other educational nonprofit partners, who support our public lands by enhancing the educational, interpretive and scientific programs that we provide. From walking tours, cultural events, and operation of bookstores and visitor centers, to performances, signage, and youth activities, our interpretive and non-profit partners help encourage stewardship of these special places today and for generations to come.

This best practices guide was developed to help the Forest Service and our partners clearly navigate the Expanded Partnership Authority for interpretive services, as authorized by the 2014 Farm Bill, which increases our collective ability to care for the unique natural and cultural heritage that our National Forests protect. We hope that our staff and partners will use the guidance in this publication to develop new and innovative ways of ensuring that our public lands are places of education, recreation, and inspiration for everyone. Go forth and partner!

Cheers,

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General Expanded Authority Questions

Does the expanded partnership authority in the Cooperative Funds and Deposits Act apply only to agreements with interpretive associations?

No. The expanded authority allows the Forest Service to enter into agreements with interpretive associations plus a broad spectrum of partners to accomplish with Federal, tribal, state, or local government or nonprofit entities, such as scientific, historical, educational, and other societies and organizations, as well as interpretive associations, for certain purposes. The authority does not allow the Forest Service to enter into agreements with for-profit entities.

What does the expanded authority authorize cooperators to do?

To facilitate administration of the programs and activities of the Forest Service, cooperators can enter into agreements with the Forest Service to:

- Develop, produce, publish, distribute, or sell educational and interpretive materials and products;
- Develop, conduct, or sell educational and interpretive programs and services;
- Construct, maintain, or improve facilities, not under the jurisdiction, custody, or control of the General Services Administration (non-GSA facilities) on or in the vicinity of National Forest System (NFS) lands for the sale or distribution of educational and interpretive materials, products, programs, and services;
- Operate facilities (with or without Forest Service employees) in any public or private building or on land not under the jurisdiction, custody, or control of GSA (non-GSA land) for the sale or distribution of educational and interpretive materials, products, programs, and services, pertaining to NFS lands, private lands, and lands administered by other public entities;
- Sell health and safety products, visitor convenience items, or other similar items (as determined by the Forest Service) in non-GSA facilities on or in the vicinity of NFS lands; and
- Provide for Forest Service employees to collect funds on behalf of the cooperators from the sale of educational and interpretive materials, products, programs, and services, as identified above, when the collection of funds is incidental to other duties of Forest Service employees.
The expanded authority also addressed the contributions of volunteers from partners.
- The Forest Service may consider the value of services performed by persons who volunteer their services and are recruited, trained, and supported by a cooperator as an in-kind contribution of the cooperator for purposes of cost sharing requirements under any Forest Service authority to enter into mutual benefit agreements.



Agreement Development and Administration

What/who determines the appropriate interpretive services participating agreement template to use? (Master Participating Agreement with Supplemental Participating Agreements vs a stand-alone Participating Agreement.)

Each situation is somewhat unique and depends on the relationship and activities being authorized. Program managers need to consult a local G&A specialist to start out with the right template(s).

What documents are required in addition to the agreement?

You should always work with your G&A specialist, but typically you'll need the agreement (and SPA if required), and operating plan, scope of sales, and financial plan. There are templates for the new version of the interpretive services agreement and financial plans on the G&A and Partnership Resource Center (PRC) websites. The WO Interpretation office has sample formats of operating plans and scope of sales documents if needed.

Who signs interpretive services agreements?

The Executive Director or Board Chair/President typically signs for the Interpretive Associations. The appropriate person will vary with other partners. A line officer signature is required for the Forest Service but who signs can vary among regions and complexity of the agreement.

Agreements involving multiple forests are signed by the Regional Forester or their designee.

In some regions signing authority is delegated to Forest Supervisors for agreements between a single forest and interpretive partners. (R6, ...)

In other regions, all agreements with interpretive partners are signed by the Regional Forester whether it is with one or multiple forests. (R4, ...)

Operating plans in most cases are signed by the Forest Supervisor.

Refer to the G&A handbook and FSM 1230 in addition to checking with your G&A specialist for further details.

What reporting is required by the agency for interpretive service agreements?

Typical reporting requirements in NRM. There are reporting templates available on the PRC website if you'd like to use them.



The current templates for the Interpretive Services Participating Agreements include specific training requirements, information about sales items and sales operations, and other functions that are not pertinent for all interpretive partners but are required clauses. Can the template be edited to remove those clauses if they don't pertain to the defined roles?

When the agreement templates are updated those inconsistencies are being reviewed. You can also work with your G&A specialist on how to address those clauses in the interim.

Are the expanded authorities only used with Participating Agreements Interpretive Services?

The new authorities can be used with other types of instruments as long as there is a mutual benefit and mutual interest purpose. (Participating Agreements, Challenge Cost-Share, Collection Agreements etc).

Projects, products or services accomplished under the expanded authorities must be mutually beneficial and mutually agreed upon, need to align with the public service missions of both the partner and agency, and must have an educational or interpretive connection that enhances visitor awareness and knowledge.

If funds are used to improve facilities or conduct other activities using this authority, must those costs be reflected in the agreements financial plan?

Improvements to FS facilities would be considered a benefit to the agency so basic upgrades to paint, carpet, etc should be included as non-cash or in-kind contributions to the partnership whether from the partner or agency. The combined efforts to improve a facility to provide better customer service and educational opportunities is important to capture.

Special Use Permits (additional information in fee section)

When are other instruments needed to define and authorize the work of partners involved with interpretive and educational efforts?

The new authority expanded and clarified the activities that interpretive associations and other partners can offer, but the focus is still on enhancing interpretive and educational opportunities. Other types of activities and programs provided by interpretive associations or other partners require additional permits or agreements.



What are other situations where an interpretive association or other cooperator needs a special use permit?

When an interpretive association or other cooperator provides other commercial recreation services to the public, such as a campground concession, a special use permit is required per 36 CFR 251.50(c).

Cooperators must obtain an outfitting and guiding permit if they intend to charge for educational and interpretive programs and services to the public on NFS lands outside of facilities they operate under an agreement entered into under the expanded authority. Forest Service regulations at 36 CFR 251.51 define “guiding” as “providing services or assistance (such as . . . education . . . or interpretation) for pecuniary remuneration or other gain to individuals or groups on National Forest System lands.” Forest Service regulations at 36 CFR 251.50(c) and Forest Service directives in Forest Service Handbook 2709.14, Chapter 50, require a special use permit for outfitting and guiding.

If the cooperator offers courses and instruction to the public for a fee at the facilities covered by the agreement (e.g., a visitor center) then an outfitting and guiding permit is not required. However, if the cooperator provides additional courses or instruction off site, on NFS lands for a fee, then an outfitting and guiding permit would be required.

Activities, Programs, and Services

What types of activities, programs, or services are commonly conducted by Interpretive Associations?

Out of 89 total survey responses in 2016 nearly all Interpretive Association and FS respondents indicated that they/their partner operates sales outlets, provides staffing at FS offices/VCs, and provides funds for various projects. Approximately one-half of the associations that responded operate field institutes or similar educational programs, seek and manage grants to support interpretive opportunities for visitors, and manage volunteer or conservation corps programs. A few also manage Children’s Forests and operate campgrounds.

Other activities provided in cooperation with the local FS unit included: trail maintenance, wilderness patrols, wilderness restoration work, presenting interpretive and living history programs, managing historic sites and museums, and selling various recreation and motor vehicle permits.

It’s important to note that some of the activities mentioned or provided require other agreements or special use permits.



Can interpretive associations and other cooperators collect Forest Service recreation fees charged under the Federal Lands Recreation Enhancement Act (REA)?

Yes, provided that the recreation fee revenues are deposited and accounted for in accordance with REA. REA authorizes the Forest Service to enter into fee management agreements with any non-governmental entity for the collection of recreation fees charged under REA. The fee management agreement may provide for the cooperator to receive a reasonable commission or reimbursement for fee collection services.

Can associations be involved in planning efforts with forests to develop an interpretive plan for FS unit or for a facility where the Interpretive Association has sales or other operations?

Absolutely! The association should be involved throughout any forest interpretive planning processes. For building design or renovation planning it's important to engage the association early in the process to ensure that utilities, space, and other physical features will support their operations for the sales outlet or other activities.

If we are taking students out for an educational activity, does the new authority allow us or our partners to include lunch?

As long as partner funds are used for it, they can provide food for most events but agency funds cannot be used. This authority does not override or negate other policies related to providing food or refreshments for participants or employees.

Aid to the Agency

How is the amount/type of "Aid" or support to the agency determined?

Interpretive Associations (and other non-profits) are businesses and must cover their operating costs before proceeds can be considered for agency or association projects or otherwise distributed.

Aid, whether in-kind or cash contributions, should be discussed, determined and agreed to during the annual review process. The amount and type of aid provided will be different for each situation, relationship, and through time.



While it is often described as a percent of gross or net sales made available to the forest for interpretive projects, it may also be an in-kind contribution where the association operates and maintains a visitor center or historic site, supports a Children's Forest operation or youth education program, or operates a volunteer/docent program

What systems are in place to account for funds collected by interpretive associations and other cooperators under the expanded authority?

The Forest Service does not need to account for funds collected by cooperators under the expanded authority. Funds collected by a cooperator are the sole property of the cooperator and must not be commingled with Forest Service funds. Under a participating agreement, the cooperator may, but is not required to, expend funds collected under the agreement on projects that are mutually beneficial to the cooperator and the Forest Service and on services which the Forest Service has agreed to and which meet the terms of the agreement.

How is success defined in terms of aid or support provided?

There are many ways to be successful in our combined efforts to provide interpretive opportunities and services to the public. Open and continuous communication is critical to maintain a successful relationship between partners. Each party must take the time and make an effort to understand the expectations of their partner and address their needs - whether it's the working through the mandates and procedures of the agency or understanding the realities and requirements of operating a business. The best approach in any given situation and the success of the joint effort requires active participation and communication from all parties.

Can Interpretive Associations place and administer donation jars in FS facilities?

Yes. Donation jars in Forest offices and visitor centers may be managed by the interpretive association. A clear explanation of the purpose of the donations must be displayed and all funds must be accounted for and expended according to agency or Interpretive Association policy.



Reporting Accomplishments

What is the best way to report interpretive partnership accomplishments?

It's important to provide both financial and operational accomplishments in annual reporting. It is also recommended to arrange a meeting with representatives from the partner organization, FS program staff, and line officers to discuss overall accomplishments, working relationships and planning for future projects and needs. Please see an example of a reporting template in the appendix.

The agreement calls for an annual report but doesn't provide a specific format. The annual financial report provided to NPS has space for reporting FS and other agency operations. Could we use that form as a template?

The Forest Service did utilize that interagency reporting form for a few years in the past. The FS Interpretive leadership is exploring the possibility of adding a reporting outline example to the agreement template.

Can the value of work performed by volunteers who are recruited, trained, and supported by a cooperator count towards that cooperator's required contribution under an agreement with the Forest Service?

Yes. The expanded authority provides that when a mutual benefit agreement with a cooperator has a cost-sharing requirement, the Forest Service may count the value of work performed by volunteers who are recruited, trained, and supported by that cooperator towards the cooperator's required contribution under the agreement. Work performed by volunteers should be valued commensurate with local labor rates for similar work (FSH 1509.11, sec. 73.2, para. 2b(4)(d) (Cooperator, Third Party In-Kind Contribution, Non-Federal).

Sales Outlets and Sales Operations

How are sales items selected and approved?

The interpretive association researches and selects items based on input from the Forest Service, the Scope of Sales and other interpretive themes of the Forest units served. The selected items must be reviewed and approved by the Forest Service Interpretive Association coordinator.



FS policy supports the selling of authentic souvenirs that tell the story of place, its history, culture and natural resources. These kinds of souvenirs can sustain local cultures AND provide economic benefit to local artisans, handcrafters, and artisan food producers.

What kind of health and safety products, visitor convenience items, and similar items may be sold by interpretive associations and other cooperators?

A preliminary list of approved items is attached. Cooperators may sell these items in non-GSA facilities on or in the vicinity of NFS lands. Some health and safety items may be sold at all sites (e.g., flashlights), while others may be specific to a particular location and season (e.g., "yak tracks"). Additional items may be added to the list upon approval.

Can Forest Service and partners cooperate in the development of new sales items?

Yes. Working together for developing, producing, publishing, distributing, or selling educational materials and products pertaining to National Forest System lands is authorized. Under an agreement, Forest Service employees could perform part of the research, text writing, layout, design, review, and editing work for material that would be published cooperatively to the extent the publication is not subject to restrictions in agency policy and applicable law, which governs publication of Federal documents.

Can Forest Service employees collect funds from the sale of cooperators' educational and interpretive materials, products, programs, and services?

Yes. Forest Service employees can collect funds from the sale of interpretive association's and other cooperators' educational and interpretive materials, products, programs, and services authorized under the expanded authority, when the collection of those funds is incidental to the employees' other duties. Funds collected by Forest Service employees on behalf of a cooperator must not be commingled with Forest Service funds.



Can Forest Service employees manage inventory of educational and interpretive materials and products they sell on behalf of cooperators?

No. FS managing cooperator's inventory is not covered by the expanded authority.

Can cooperators collect funds from the sale of the Forest Service's educational and interpretive materials, products, programs, and services?

Yes. Under the expanded authority, the Forest Service may enter into agreements with cooperators to sell educational and interpretive materials, products, programs, and services. Under this authority, cooperators may sell the Forest Service's educational and interpretive materials, products, programs, and services. Funds collected by cooperators on behalf of the Forest Service must not be comingled with cooperator funds.

Can cooperators manage inventory of educational and interpretive materials and products they sell on behalf of the Forest Service?

No. Cooperators managing FS inventory is not covered by the expanded authority.

Can cooperators sell interagency America the Beautiful, senior, and individual forest passes?

Cooperator's employees can sell America the Beautiful passes and local forest or regional recreation passes. Senior and Access passes must be sold by federal employees.

Although the profit margin in selling passes is minimal, many associations sell them as a service for visitors since association sales outlets may be open different hours or in different locations than the forest offices.



**Could interpretive associations and other partners be authorized to sell forest products such as firewood permits under the expanded authorities?
Would the person selling the permits need to be a collection officer?**

The expanded authorities authorize the agency to enter into agreements pertaining to interpretive or educational programs, services, materials, and products. At this time the best option may be to set Partner organizations can be set up as vendors to sell firewood and Christmas tree permits.

Partners Selling Forest Visitor Maps

Can interpretive associations and other non- profit organizations sell Forest Visitor Maps?

Yes. Many associations sell forest visitor maps in their sales outlets whether in FS offices or other locations. For outlets with small sales volume, map sales can be an important part of the business model.

Where can interpretive associations acquire maps to sell at their outlets?

Forest visitor maps to be resold can be purchased through FS regional offices or local forest offices.

Non-profit organizations with IRS 501 c3 designation (including Interpretive Association partners) are allowed to receive up to a 30 percent reduction in price when purchasing 100 or more maps. A combination of maps may be used to meet the minimum purchase of 100.

Associations can also work directly with the USGS Business Partner program or the National Forest Store to acquire maps.



Can interpretive associations and other non-profit organizations that have purchased maps from the Forest Service through the bulk discount program sell those maps at prices higher than the established FS pricing guidelines?

Prices for maps produced by the Forest Service or other government agencies are determined by FSM 7140 and annual interim directives. All maps specified in the directives shall be sold at established prices when sold by FS employees or within U.S. Forest Service facilities.

The FS does not control pricing when maps are sold by business partners such as USGS and REI at non-FS facilities. The same holds true for IAs that are not located in FS facilities.

Can interpretive associations charge shipping & handling costs (postage) for orders that are filled and shipped?

As noted in the current interim directive, shipping and handling is no longer a part of the map sales program. Non-profit partners may charge for shipping and handling, even if they are located in an FS facility, so long as they are bearing the packing

Many interpretive associations are small organizations and purchasing 100 maps at a time can be a challenge. Can the Forest Service apply the 30% discount on individual orders totaling less than 100 maps?

There has been some discussion in past years about reducing the quantity but no policy change has yet been made. Maps from different forests can be combined to meet the 100 minimum. FS employees working with interpretive associations should watch for map policy updates and share new information with non-profit partners. Regional Geospatial Program Managers may have further information about regional interim policies on bulk map discounts.

Charging Fees for Programs

What types of fees are authorized under the new authority?

Fees for educational and interpretive programs and services can be covered through the agreement.



How have units dealt with Interpretive Associations or similar partners charging fees for programs or services outside of the interpretive agreement?

Other types of programs or activities that are offered by the partners where fees are charged may require a special use permit so you should work with the person who administers those types of permits on the unit.

Facility Operations

Does the new authority clarify construction and maintenance of interpretive and educational facilities?

Yes. The Secretary and cooperators are authorized to construct, maintain, or improve facilities not under the jurisdiction, custody, or control of the Administrator of General Services on or in the vicinity of National Forest System lands for the purpose of selling or distributing educational materials, products, programs, and services pertaining to National Forest System lands. For example, a cooperator could contribute to the construction, maintenance, or improvement of a visitor center built on or in the vicinity of National Forest System lands. This would also allow the Forest Service to contribute to the construction, maintenance, or improvement of a facility located nearby, but not on Federal lands.

Does the new authority address FS employees to working in non-FS facilities and employees of interpretive associations and other partners working in FS facilities?

Yes. The new authorities authorize the Secretary to enter into agreements with cooperators to staff outlets in any public or private building or facility not under the jurisdiction, custody, or control of the Administrator of General Services for the sale or distribution of educational materials, products, programs, or services pertaining to National Forest System lands, private lands, and lands administered by other public entities. For example, a visitor center operated by a cooperator located in a State office or local chamber of commerce building could be staffed by Forest Service employees. In addition, a visitor center operated by a cooperator located in a building managed by another Federal agency could be staffed by Forest Service employees, and the sales outlet at the visitor center could be operated by a cooperator.



As related to the authority to construct, maintain or improve certain facilities, what is the definition of “non-GSA facilities” and “facilities not under jurisdiction, custody or control of GSA”?

Most Forest Service owned facilities (ranger stations, visitor centers, etc) are considered “non-GSA facilities”. Most leased facilities are considered to be under the jurisdiction of GSA, whether the facility is leased through GSA or leased by the Forest Service under GSA authority.

Can interpretive associations and other cooperators maintain a Forest Service developed recreation site, e.g., clean cooking grills and group shelters, under the expanded authority?

No. This authority to operate and maintain facilities does not include maintenance of developed recreation sites under the jurisdiction of the Forest Service.

What procedures apply to reviewing and authorizing agreements with cooperators for the construction, maintenance, and improvement of non-GSA facilities on or near NFS lands for the sale or distribution of educational and interpretive materials, products, programs, and services?

Line officers, grants and agreements officials, and engineering and interpretive services program managers are responsible for reviewing and authorizing agreements with cooperators for construction, maintenance, and improvement of non-GSA facilities on or near NFS lands for educational and interpretive purposes. These Forest Service officials should follow policies and guidelines on interpretive services in FSM 2390 and engineering facilities in FSM 7300 to ensure that the Forest Service meets its responsibilities in reviewing and authorizing these agreements.

Can this authority be used to partner with a commercial store or other commercial enterprises?

This authority does not apply to working with commercial entities in most cases but the FS does work with those types of partners through other types of agreements, permits, etc. It would be unlikely to define the mutual benefit or aligned missions of a commercial entity and the agency to allow that to work in an FS facility. There may be other options in a non-FS visitor center (a chamber of commerce for example) where a shared operation could be worked out through other authorities.



What are the Forest Service’s real property obligations if federal funding is used for the construction, maintenance, and improvement of non-GSA facilities on or near NFS lands for the sale or distribution of educational and interpretive materials, products, programs, and services?

Under the expanded authority, the Forest Service may contribute to construction, maintenance, and improvement of non-GSA facilities on or near NFS lands for the sale or distribution of educational and interpretive materials, products, programs, and services. Non-GSA facilities are not the property of the United States. Therefore, the Forest Service has no real property obligations for these facilities, other than as specified in the agreement.

Where can cooperators sell or distribute educational and interpretive materials, products, programs, and services?

Under the expanded authority, cooperators may operate facilities in any public or private building for the sale or distribution of educational and interpretive materials, products, programs, and services. There may be differences in sales procedures and policy depending on ownership and location of the building.

Can interpretive association or other cooperator rent facilities, e.g., an amphitheater, educational building, or visitor center, operated by the cooperator under an agreement with the Forest Service for non-educational and non-interpretive purposes?

No. The expanded authority does not authorize a cooperator to allow third parties to use facilities operated by the cooperator under an agreement with the Forest Service for non-educational and non-interpretive purposes.



Can the Forest Service enter into an agreement with a state or non-profit partner for use of federally owned interpretive/educational facilities and allow other parties to use the facilities, e.g., the great hall and overnight accommodations, for other purposes?

Yes, provided that the agreement with the state or non-profit organization specifies that use of the facilities is limited to educational and interpretive purposes and does not include, e.g., rental of the overnight accommodations or use of the facilities for conferences or weddings, and provided that the agreement reserves the right of the Forest Service to authorize other uses of the facilities in accordance with applicable law. For example, use of the facilities for conferences or weddings would require a special use permit.

Resources for more information

NOTE: Work with your FS contact to access documents and other resources on any internal FS-web pages.

Partnership Resource Center

<https://www.fs.fed.us/working-with-us/partnerships>

FS Grants and Agreements Resource Page (FS internal only)

<http://fsweb.wo.fs.fed.us/aqm2/wo/grants/>

Public Lands Alliance (PLA) Website

<http://publiclandsalliance.org/>

PLA Link to Webinar: US Forest Service Expanded Authority Best Practices

<http://publiclandsalliance.org/what-we-do/webinars/expandedauthority-bestpractices>

USDA Space Utilization Rate Policy

https://www.dm.usda.gov/pmd/docs/Advisory_14-01_Space_Utilization_Rate_Policy.pdf

Appendix I

Interpretative Association Background

Interpretive Association History

The Forest Service has a long history of working with interpretive associations beginning in 1967. Currently, there are approximately 60 interpretive associations that are actively working with the agency. The Forest Service works with many other organizations that also provide interpretive or educational services for visitors through the 2014 expanded partnership authorities.

While the Forest Service works with a wide variety of partners, the relationship with interpretive associations is uniquely structured and recognized in agency policy and manual direction (FSM 2390). The relationship that the Forest Service has developed with interpretive associations is a synergistic one that benefits the public. It is important to keep in mind that even though associations support Forest Service interpretive efforts in many ways, their primary purpose is to serve the public.

Interpretive associations primarily function to help Forest Service visitors better understand an area's natural history, historical significance, and available recreational opportunities. Many associations operate locally within a single national forest or grassland, others may function in several regions or on multiple units as well as working with other government agencies. More recently, Congress granted the Forest Service the legal authority to work with other NGOs and governments (including Federal, tribal, state, and local) through what had previously been solely interpretive association authorities.

Interpretive Services Authorities

- The Cooperative Funds and Deposit Act of 1975 (Public Law 94-148) provides the fundamental legal authority for the Forest Service to work with interpretive associations.
- The Consolidated Appropriations Act, 2014 (House Resolution 3547) amended the Cooperative Funds and Deposit Act of 1975 to: (1) allow the Forest Service to engage with a broader range of partners, including other governments and NGOs and (2) clarify what specific activities are allowable through these relationships.
- Finally, the Consolidated Appropriations Act signed in December 2007 (Division F, Title IV, Section 417) authorizes Participating Agreements as the legal operational instrument.

Working with Interpretive Associations

Interpretive associations and those organizations operating through the expanded partnership and interpretive association authorities empower visitors by ensuring they have the information and other necessities needed for their enjoyment and appreciation of public lands. Interpretive association activities often include the following:

- Developing environmental education and interpretive materials, including guides, maps, and signs
- Providing educational materials about natural and cultural history, and health, safety, and convenience items for forest visitors
- Providing information services and conducting educational programs and field institutes
- Raising funds through sales, grants, donations, memberships and other methods to support Forest Service educational efforts

Interpretive Association Contributions

Interpretive associations contribute both tangible or intangible goods and services back to the Forest Service annually. These contributions are outlined in the operating plan and can be in the form of cash, equipment, in-kind service, or supplies in keeping with the association's purpose while remembering the ultimate beneficiary is the public.

Appendix II

Reporting Template Example

Name of Organization

Organization Function:

- ☐ Cooperating Association/ Interpretive Association Selling Educational Materials
☐ Friends Group-Fundraising
☐ Membership Organization
☐ Institute/ Field School
☐ Other:

Fiscal Year End:

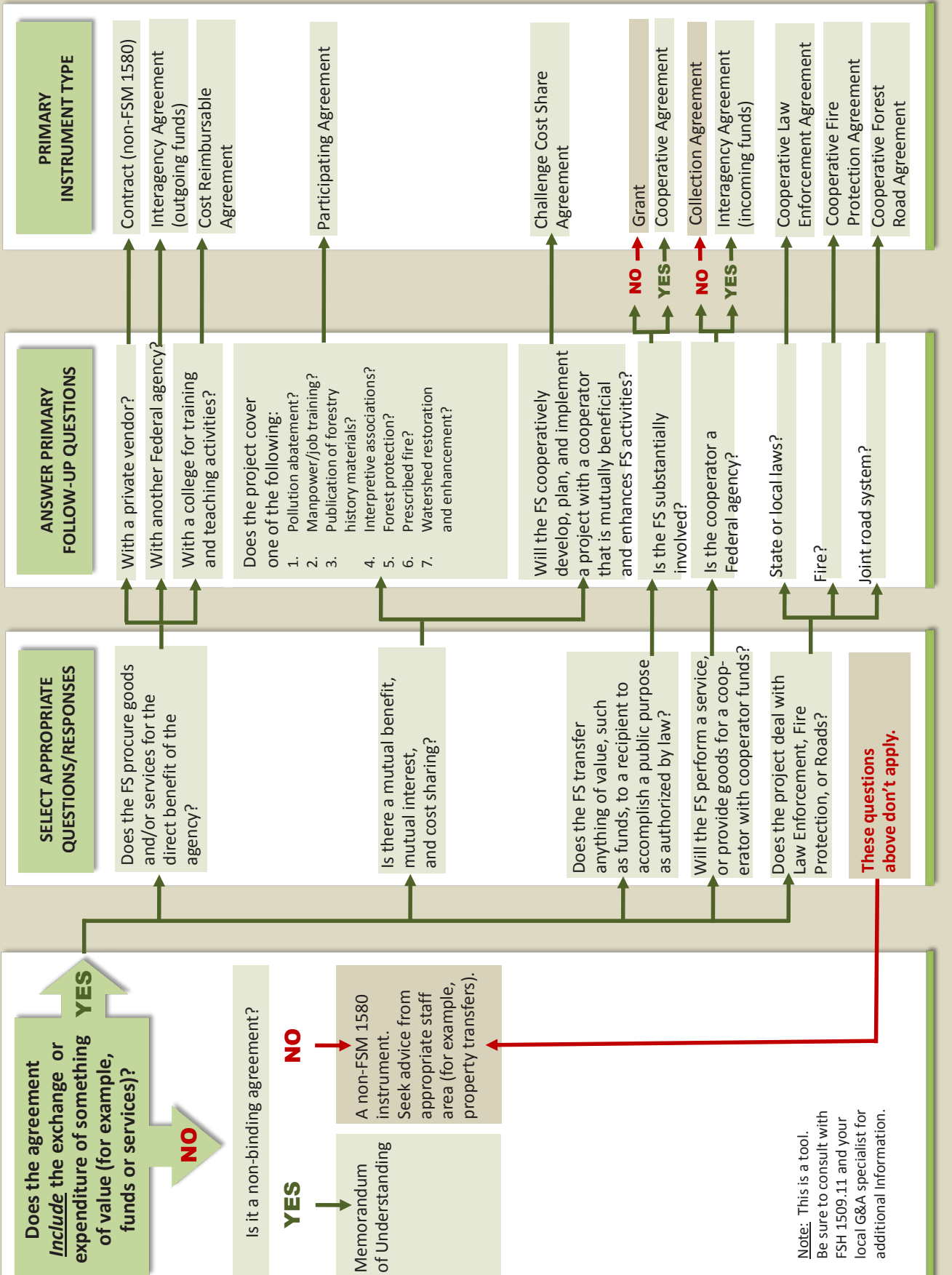
Please see Instructions for Completing 2008 Nonprofit Organization Annual Report of Operations and Aid to Federal Land Management Agency(ies)

		STATEMENT OF OPERATIONS							
Agency Served		NPS	USDAFS	ACOE	B	Other Agencies	Total Agencies		
Revenue (2008 IRS Form 990 Part VIII)									
Line #									
1.	Contributions, Gifts, Grants								
a.	Donations from Outside Sources							\$ -	
b.	Membership Income							\$ -	
c.	Fundraising Events							\$ -	
d.	Government Grants							\$ -	
e.	All Other Contributions, Gifts, Grants							\$ -	
	Total	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
2.	Program Service Revenue:								
a.	Sales							\$ -	
	i. Interpretive Materials							\$ -	
	ii. Visitor Convenience Items							\$ -	
	iii. Other							\$ -	
	iv. Total Sales	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
b.	Cost of Goods Sold							\$ -	
c.	Gross Profit	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
d.	Interpretive/Cooperative Programs							\$ -	
3.	Other Revenue							\$ -	
4.	Total Net Revenue	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Functional Expenses (2008 IRS Form 990 Part IX)									
5.	Program Service [Column (B), Lines 24-43]							\$ -	
6.	Management and General [Column (C), Line 44]							\$ -	
7.	Fundraising [Column (D), Lines 44]							\$ -	
8.	Total Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
9.	Excess (Deficit) Before Donations	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
10.	Grants and Other Assistance Made to Agency (Should equal line 8: Statement of Financial Aid)	0						\$ -	
11.	Excess (Deficit) for the Year (Subtract Line 10 from Line 9)	0	0	0	0	0	0	\$ -	

Appendix III

G&A Agreement Decision Tree

THE AGREEMENTS' DECISION TREE



Appendix IV

INTERAGENCY PASS MARKETING POLICY October 2015

The following Marketing Policy is for the America the Beautiful – National Parks and Federal Recreational Lands ANNUAL Pass only.

The Decal, Senior and Access passes, as well as the Free Annual Pass for Military, all require proof of eligibility and have sales and issuance restrictions. These passes and the Decal may only be sold or issued by designated Federal personnel.

A. BACKGROUND

The Federal Lands and Recreation Enhancement Act (REA) allows the government to establish sales and marketing relationships with “Retail Vendors” as a convenience to customers. The following policy ensures that all participating agencies manage and market Retail Vendor relationships consistently on one of two levels:

1. “Local” - Field, regional, or state office/site level, OR 2. “National” level - Interagency Pass Program Office

The size, location, and scope of the Retail Vendor partner will determine whether the partnership is managed at the Local or National level. Administrative manageability, cost effectiveness, and the need to balance Central Sales with field site sales are taken into consideration when reviewing potential new partners.

B. GENERAL GUIDELINES FOR BOTH LOCAL AND NATIONAL RETAIL VENDOR PARTNERSHIPS

1. The Retail Vendor must not be in litigation with any Department of the Interior (DOI) or US Department of Agriculture (USDA) agency and must not have had any criminal convictions.
2. All Annual Passes will be sold to the public for \$80, (except as provided for in Section D.2.b.x); no discounting permitted.
3. An agreement will be required for each Retail Vendor partner, allowing for government revocation or non-renewal based upon changes to legislation.
4. Agencies and individual recreation sites may use their own agreements as appropriate, following the parameters and business rules in this guideline.
5. Retail Vendors must validate (punch with an expiration date) passes at the time of sale.
6. Retail Vendors are required to purchase and use a 1/8” hole punch.
7. All agreements shall include a clause that reserves the right to require advance review of any advertising, publicity or other material prepared by Retail Vendors for any national or regional promotional campaign for public distribution. In so far as the material reflects upon the Federal agencies or bears agency logos or trademarks, such right of approval shall also be based on whether the material properly reflects agency missions; conveys an educational message; promotes appropriate and responsible behavior at 2. Federal recreation sites and/or encourages continued public support and preservation of public lands.
8. The National Pass Program Office will review all National Retailer web pages that reference the Annual Pass before they go live to assure that information is accurate.
9. No product or service endorsement will be allowed when a pass is sold.
10. Name Capture: The recording of a customer’s personal information in a database for later use by the Retail Vendor

may only be allowed with National level agreements. Name capture will be subject to compliance with the Systems of Records Notice, and the Privacy Act.

11. "Value-add" Promotions (passes packaged with other appropriate items), are allowed as long as the value of the package exceeds the price of the pass (i.e. a retailer packages a night in a hotel room with a pass and sells the package for \$159, or retailer offers a pass for free if a customer purchases \$300 in merchandise from the retailer) and the add-on item(s) meets the other requirements of these guidelines.

a) All promotional materials will be subject to review and written approval by the managing office.

b) The Retail Vendor must absorb all costs of the value-add items, and all additional fulfillment costs.

c) Items added with the Annual Pass must be appropriate for all audiences such as single-use cameras, phone cards, certificates for discounts at hotels or retailers, wildlife calendars, etc.

d) Items added to the Annual Pass must be clearly disclosed as being added by the Retail Vendor, and must not imply any approval or endorsement by the government

12. International Retail Vendors approved by the National Pass Program Office are permitted to sell the pass.

13. Refunds will not be issued to Retail Vendors for unsold passes, however, there is an exchange program (see following section).

14. Previous year's passes may not be sold (i.e. 2014 passes cannot be sold after December 31, 2014.)

15. Retailers must allow up to 2 weeks for delivery of orders.

C. EXCHANGE OF STOCK

1. Local Retail Vendors will conduct any stock exchange transactions directly with the Federal Recreation field site.

2. National Retail Vendors will exchange stock directly with USGS. a. National Retail Vendors will be assessed a cost recovery fee as indicated in their agreement.

3. The exchange policy will be reviewed annually and may be modified or terminated if accountability and manageability problems arise. 4. Only active Retail Vendors with a valid agreement for the following year can exchange stock from the preceding year. (i.e. In order to exchange unsold 2014 inventory for an equal amount of 2015 inventory, the Retail Vendor must have a valid agreement for 2015. If a Retail Vendor does not have a valid partner agreement for 2015, the Retail Vendor will not be permitted to return or exchange any unsold 2014 inventory).

3 The exchange policy will be reviewed annually and may be modified or terminated if accountability and manageability problems arise.

4. Only active Retail Vendors with a valid agreement for the following year can exchange stock from the preceding year. (i.e. In order to exchange unsold 2014 inventory for an equal amount of 2015 inventory, the Retail Vendor must have a valid agreement for 2015. If a Retail Vendor does not have a valid partner agreement for 2015, the Retail Vendor will not be permitted to return or exchange any unsold 2014 inventory).

5. One exchange will be allowed per agreement per calendar year. If a Retail Vendor has more than one sales outlet, the Retail Vendor is responsible for combining all stock into one return. Additional returns from a Retail Vendor will not be processed.

6. All Annual Passes for each calendar year must be received for exchange no later than March 30 of the next calendar year. Returns received after March 30 will not be exchanged.

7. Retail Vendors must properly record and account for all serial numbers of pass stock included in the return shipment. Stock that is submitted without proper documentation will be returned to Retail Vendor.

8. In years where there is no change or a decrease in pass price, returned passes will be replaced one-for-one with current year stock. (i.e. 2014 passes will be replaced with 2015). If the price of the pass increases, Retail Vendors will be responsible for remitting the difference between the price of the old and new passes.

9. If Congress terminates the Pass Program refunds will not be provided. If Congress changes the program, exchange options may be possible.

D. MANAGEMENT LEVELS OF RETAIL VENDOR RELATIONSHIPS

1. LOCAL - Field or State/Regional Office

a) General Guidelines

- i) Field sites and Regional/State offices will be responsible for administering Local Retail Vendor relationships. Local Retail Vendors are generally within a 10-25 mile radius of a recreation site, have an established relationship, and generally sell fewer than 100 passes per year.
- ii) Retail Vendors operating under a Local agreement/instrument may not offer passes for sale on their website as this competes directly with Interagency Central Sales.
- iii) Local Relationships are classified into three types: • "Local Retailer(s)" • "Partner Groups" (Friends/Coops/Concessions) • "One-time Promotion" or "Incentive Programs"

b) Local Retailer(s) - Specific Guidelines These are businesses that do not have a formal cooperative agreement/instrument or concession contract and could include stores, theaters, hotels, restaurants, outfitters and other businesses that operate in close proximity to a recreation site.

- i) Passes will not be consigned to Local Retailers.
- ii) Agencies may offer Local Retailers the opportunity to purchase passes at a wholesale rate (10% discount).
- iii) Payment is due at receipt of passes.
- iv) Minimum order is 5 passes.
- v) Unsold passes may be exchanged. See Section C, GENERAL GUIDELINES - EXCHANGE OF STOCK.
- vi) Passes must be ordered through the affiliated recreation site.
- vii) Shipping/handling and fulfillment costs for Local Retail Vendor inventory may be assessed.
- viii) It will be the responsibility of the Federal recreation site administering the Local Retail Vendor agreement/instrument to account for pass stock and report revenue and sales.

c) Local One-time Promotion or Incentive Program - Specific Guidelines A local One-time Promotion or Incentive Program is one that allows the sale of passes to organizations, corporations, public relations firms, or other non-commercial groups for small local promotions or contests.

- i) Agencies may offer partners the opportunity to purchase passes at a wholesale rate (10% discount).
- ii) Passes will not be consigned.
- iii) Payment is due at the receipt of passes.
- iv) Promotions must reflect the value of the pass as \$80.
- v) Passes must be requested through affiliated recreation site.
- vi) Unsold passes may be exchanged. See Section C, GENERAL GUIDELINES - EXCHANGE OF STOCK.
- vii) The minimum order is 10 passes.
- viii) The Partner must convey pass rules and benefits as part of the promotion, and must not

misrepresent the rules in advertisement material.

ix) No government services may be packaged with the pass as part of the raffle, giveaway, or prize, except as stated on the pass.

2. NATIONAL - Interagency Pass Program

a) General Guidelines: To maintain equity among the agencies and field sites, larger Retail Vendors with outlets in more than one state, or a headquarters office in one state that manages business on a national or regional level, or that sell passes through an internet site, are required to work with the National Pass Program Office.

Sales of passes through the official pass program fulfillment provider (USGS) are considered Central Sales. Revenue generated through Central Sales is used to develop, produce, market, and fulfill passes and collateral materials for the entire Interagency Pass Program.

b) National Retailer National Retailer(s): Include national chain stores, tour operators, and other businesses that operate on a national scale. Examples include: REI, Cruise America, GI Joes, Dick's Sporting Goods, Travelocity, etc.

i) All passes must be ordered from the national fulfillment provider (USGS).

ii) Passes will not be consigned to National Retailers.

iii) National Retailers purchase passes at a wholesale rate (10% discount).

iv) Payment is at time of receipt of passes. v) Passes may be sold via the National Retailer's website (see "Online Store" section below. vi) The minimum order is 10 passes.

vii) Unsold passes may be exchanged. See Section C, GENERAL GUIDELINES - EXCHANGE OF STOCK.

viii) Shipping/handling from the fulfillment provider will be paid for by the National Retailer.

ix) USGS will not accept returns, or issue refunds, for passes sold by National Retailers. If returns are permitted by National Retailer then the National Retailer will absorb the costs of the returned passes.

x) Passes must be sold for \$80. However, the National Pass Program Office may, in some limited circumstances, authorize a retailer to sell the pass for any amount between \$79.95 and \$80.05, if a vendor presents a compelling case, in writing, to the pass office.

National Retailer – Online Store

i) National Retailer must clearly display the following on their website:

Your Annual Pass covers Entrance Fees or Standard Amenity Fees at sites managed by USDA FS, NPS, FWS, BLM and Reclamation.

- Valid for one full year from month of purchase.
- Provides entrance or access to pass owner and accompanying passengers in a single, private, non-commercial vehicle at Federally operated recreation sites across the country.
- Covers the pass owner and three (3) accompanying adults age 16 and older at sites where per person entrance fees are charged. No entry fee for children 15 and under.
- Photo identification may be required to verify ownership.
- Passes are NON-REFUNDABLE, NON-TRANSFERABLE, and CANNOT BE REPLACED IF LOST OR STOLEN.

- Fees vary widely across the thousands of Federal Recreation sites. Please contact specific sites directly for information on what is or is not covered.

ii) To ensure that customers purchasing a Pass are not eligible for the Senior or Access Pass, or the Free Annual Pass for Military, thereby avoiding potential customer service problems, the online store must display the following statement and hyperlinks:

"The pass (passes) available on this website is (are) just one (a few) of many options. If you are a U.S. citizen or permanent resident age 62 or older, have a permanent disability, or a member of the U.S. Military, visit Recreation.gov <http://www.recreation.gov/marketing.do?goto=/ATBPass/America%20the%20Beautiful%20Pass%20Series.html> to find out about discount passes you may qualify for.

xii) National Retailer must also post the following disclaimer:

"This is not an official U.S. Government website. Company is an authorized reseller of the America the Beautiful - the National Parks and Federal Recreational Lands Annual Pass. "

xiii) National Retailer will charge appropriate shipping and handling fees on all orders. For an individual Annual Pass sale, domestic shipping and handling fees shall not exceed \$10.00 for standard delivery, and shall not exceed the actual shipping cost plus a \$10 handling fee for expedited deliveries.

xiv) National Retailer will provide a customer service e-mail address and/or telephone number on the purchase confirmation page. National Retailer will respond to all customer inquiries/complaints within 2 business days.

xv) National Retailer must display the current year image of the Annual Pass.

xvi) National Retailer will fulfill all orders within 5 business days. xvii) Customers who order a Pass and do not receive their Pass prior to departing on the trip which they plan to use the pass, shall be refunded the purchase price by National Retailer, provided that the pass returned is unused/unsigned. National Retailer may exchange a returned pass for a new un-punched pass through the National Pass Program Office. xviii) National retailer will punch all passes with the current month until five business days from the end of the month, then the next month will be punched.

c) National One-time Promotion or Incentive Program -- Specific Guidelines A National One-time Promotion or Incentive Program is one that is offered by large corporations or public relations firms such as American Express, Loyalty Innovations and others.

i) Passes will not be consigned for National Promotions

ii) National Retailers offering a National Promotion purchase passes at a wholesale rate (10% discount).

iii) Payment is due prior to receipt of passes.

iv) Promotions must reflect the value of the pass as \$80.

v) Pass orders must be placed through the official fulfillment provider (USGS).

vi) Unsold passes may be exchanged. See Section C, GENERAL GUIDELINES - EXCHANGE OF STOCK.

vii) The minimum order is 10 passes.

viii) The Retail Vendor must convey pass rules and benefits part of the promotion, and must not misrepresent the rules in advertisement material.

ix) No government services may be packaged with the pass as part of the raffle, giveaway, or prize, except as stated on the pass.

E. MISCELLANEOUS

In some cases, a retail Vendor may have more than one agreement. An example would be a cooperating association that has a local agreement with a field site to sell passes at that site through their bookstore and a national agreement for their web sales. Existing locally managed agreements between recreation sites and regional or national retail Vendors may continue to be managed locally upon review and approval by the National Pass Program Office. There must be no apparent conflict with other national retail Vendor partnerships.

Appendix V

Annual Pass Exchange Form



Date: _____
 Organization Name: _____
 Contact Name: _____
 Address 1: _____
 Address 2: _____
 City, State, Zip: _____
 Phone (Required): _____
 Email: _____



Annual Pass Inventory – Use this space to list all returned passes. For a continuous series of passes list the entire series on one line. Use separate lines every time there is a break in the series or if you have an individual pass.

INDIVIDUAL PASS	Serial Number Range		QUANTITY
	FROM	TO	
TOTAL PASSES RETURNED			

OFFICIAL USE ONLY			
Replacement Pass Inventory – Use this space to list replacement passes issued to vendor.			
INDIVIDUAL PASS	Serial Number Range		QUANTITY
	FROM	TO	
TOTAL PASSES RETURNED TO VENDOR			