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EXECUTIVE SUMMARY

A. Introduction

The purpose of this *Handbook* is to provide guidance to Bureau of Land Management (BLM) personnel on implementing the agency's cooperating association program. The *Handbook*:

- Helps agency personnel understand the organizational structure of cooperating associations, the mutual benefits of these partnerships, and what restrictions apply.
- Explains how to start a cooperating association partnership, including the types of documents needed, and how to maintain a strong and effective relationship.
- Includes information that may also help BLM personnel in their relations with friends groups and other partners.

B. Authorities

Section 307(b) of the BLM's Organic Act, the Federal Land Policy and Management Act of 1976 (FLPMA), as amended, Public Law (P.L.) 94-579, and subsequent amendments (43 U.S.C. 1732 and 1737), authorize the use of contracts and cooperative agreements in the management, protection, development, and sale of public lands.

Currently, each State procurement office determines whether the relationship with the BLM's partners should be in the form of Assistance Agreements or contractual arrangements, based on BLM agreement guideline criteria.

C. Kinds of Support Provided by Cooperating Associations

The primary reason for a cooperating association is to enhance the agency's interpretive efforts. This is accomplished through such activities as:

- Producing and selling interpretive and educational materials
- Distributing educational and scientific publications produced by the agency
- Collecting and allocating donations to agency projects
- Identifying and securing grant monies
- Assisting with special events
- Donating materials for use in interpretive programs and exhibits
- Recruiting, training, and managing volunteers
- Strengthening the BLM's relationship with the local community
- Supplementing the BLM's interpretive and educational programs

D. Nonprofit Status

All cooperating associations must have and maintain nonprofit, tax-exempt status as determined by the Internal Revenue Service. Section 501(c)(3) of the Internal Revenue Code provides for the exemption from Federal income tax of corporations organized and operated exclusively for charitable or educational purposes.

E. Board of Directors

The ultimate responsibility for an association rests with its board of directors. This voluntary governing board is legally, fiscally, and ethically responsible for establishing the association's policies, ensuring that the organization remains true to its stated purposes, protecting the association's assets, and preserving its independence.

No BLM employee may serve on the board or as an officer of a cooperating association. Although a BLM representative can offer advice and inform the board of any policy, law, or agency matter that would affect association affairs, the BLM cannot direct or give the impression that it is directing the association's board or any of its members or employees.

F. Choosing a Cooperating Association Partner

The best cooperating association partnerships are designed to be long-term relationships. It is important to select a cooperating association partner carefully. There are basically three options:

1. An existing cooperating association adds a new site or sites to its other operations on public lands
2. A new association forms to serve the BLM location(s)
3. An organization founded for other purposes makes modifications so that it can take on the role of a cooperating association.

Each option has its advantages and disadvantages. The best approach for a specific BLM site depends on the circumstances.

G. Agreements and Plans

The **Assistance Agreement** is the proper instrument to formalize the partnership with a cooperating association. A **Task Order** authorizes the specific services or work to be accomplished under the Assistance Agreement. **Site-Specific Operating Plans** detail the day-to-day operations for the individual sales outlets, such as hours of operation, staffing levels, money handling procedures, etc. **Annual Plans** document what the BLM and the cooperating association hope to accomplish jointly in the year ahead. The Annual Plan does not obligate either party to provide funding, but it can outline the intent to do so for any given project.

Agreements and plans help document operational processes, such as:

- Reviewing and approving sales items
- Designing and constructing new sales areas
- Providing facility maintenance and utilities
- Using Government vehicles
- Training personnel
- Collaborating on interpretive materials and services
- Determining aid funds

H. Expanding the Role of Cooperating Associations

In an environment of increasing emphasis on partnerships and sensitivity to customer service, more associations are expanding programs to generate new sources of revenues and respond to the BLM's needs. Examples of some ways in which cooperating associations have expanded beyond their traditional roles of books sales and interpretive media include:

- Fee interpretation
- Fee-based training programs
- Environmental education/community outreach
- Organizing special events
- Fee collection under recreation fee demonstration program

- Grant writing and fundraising
- Membership programs

I. Summary

Cooperating associations exist to support an agency's educational, interpretive, or scientific programs. Cooperating associations provide important services by conducting and/or supporting interpretive activities that might not otherwise be possible. Cooperation is at the very core of the BLM's relationship with cooperating associations, and both parties share responsibility for ensuring that the partnership works effectively. Encourage your staff to become familiar with this *Handbook*, attend training, consult references, and contact State Office and Washington Office program staff whenever questions, concerns, or opportunities arise.

CHAPTER I – Introduction

A. Purpose of This Handbook

This *Handbook* provides guidance to Bureau of Land Management (BLM) personnel on implementing BLM's cooperating association program. Cooperating associations as addressed in this handbook are specifically established to support the BLM interpretive and education programs through establishing sales areas in Government facilities. By reading this *Handbook*, BLM staff will better understand the mission of cooperating associations and how to develop effective partnerships with associations to strengthen the BLM's interpretive and educational programs. Such partnerships with cooperating associations give the public many opportunities for educational and interpretive services it would not otherwise have.

B. Objectives of This Handbook

1. BLM personnel will understand the special, mutually beneficial relationship with cooperating associations.
2. BLM personnel will understand what distinguishes cooperating associations from other types of nonprofit partners.
3. BLM personnel will understand the organizational structure of cooperating associations and what restrictions apply to these partnerships.
4. BLM personnel will understand how to start a cooperating association.
5. BLM personnel will understand how to maintain a strong and effective relationship with cooperating associations and other nonprofit partners including friends groups.

CHAPTER II - What Are Cooperating Associations?

A. Brief History of Cooperating Associations

Cooperating associations, also known as interpretive associations, are not-for-profit organizations established to support the interpretive, educational, and/or scientific programs of a Government agency. As the name suggests, these organizations cooperate with the agency to offer a support service that enhances both the BLM's and non-profit mission. Cooperating associations—the name used throughout this *Handbook*—support BLM public lands primarily through the sale or other distribution of interpretive and educational materials.

The concept of cooperating associations began with the National Park Service in 1920 when a private organization was created to raise money for a museum in Yosemite National Park. The Yosemite Natural History Association later expanded its activities to provide educational publications and visitor information about the park. Other parks soon followed the Yosemite example. Congress authorized cooperation with the non-Federal organizations in 1920 (41 Stat. 917). In 1946, P. L. 79-633 strengthened the relationship by authorizing the National Park Service to allow employees to perform work for cooperating associations as part of their official duties.

Today, most major Federal land management agencies, as well as some State and local public land agencies, have partnerships with cooperating associations. Differences in their legislative authorities, however, result in variations in the kinds of agreements used, who has the authority within an agency to sign those agreements, and the applicable agency policies.

As agency needs and the public's expectations have changed through the years, cooperating associations have evolved to provide more varied services. However, cooperating associations still maintain their original purpose: to enhance the educational and interpretive programs of the public land management agencies they serve. After more than 80 years of collaboration with Government agencies, cooperating associations are well established as a mechanism for providing exceptional interpretive and visitor services.

B. Cooperating Associations and the Bureau of Land Management

The BLM began working with cooperating associations in 1980, when the BLM Moab District and Canyonlands Natural History Association (CNHA) signed an agreement that allowed CNHA to serve the needs of public lands visitors through CNHA sales areas at BLM offices. CNHA provided funds for BLM projects through proceeds from sales at these areas. In 1982, Southwest Natural and Cultural Heritage Association (SNCHA) opened the second BLM cooperating association sales area at Red Rock Canyon National Conservation Area in Nevada. Red Rock Canyon Interpretive Association became independent in 1988—the BLM's first site-specific cooperating association. The BLM currently works with cooperating associations in all 11

Western States. Coordination occurs through the State Directors' offices and the National Lead for Interpretation.

C. Authority to Work with Cooperating Associations

Section 307(b) of BLM's Organic Act, the Federal Land Policy and Management Act of 1976 (FLPMA), as amended, Public Law 94-579, and subsequent amendments (43 U.S.C. 1732 and 1737), authorizes the use of contracts and cooperative agreements in the management, protection, development, and sale of public lands. FLPMA is the most commonly used authority to establish a cooperative agreement, however, other legislative acts and public laws also authorize agreements for specific purposes. For Example: Public Rangelands Improvement Act of 1978; Timber Protections Act; Fish & Wildlife Conservation and Water-Resource Development-Coordination Act; Federal Water Project Recreation Act; Wild and Scenic Rivers Act; and the National Trails System Act, etc. to name a few. Currently, each State procurement office determines whether the relationship with BLM's partners should be in the form of Assistance Agreements or contractual arrangements, based on BLM agreement guideline criteria.

D. Kinds of Support Provided by Cooperating Associations

The primary reason for a cooperating association is to enhance the agency's interpretive efforts. This should be stated in the cooperating association's charter and its goals should parallel the mission of the BLM. Cooperating associations earn money to support these interpretive efforts by providing outlets for the sale of interpretive and educational materials, such as publications, maps, postcards, photographs, posters, videos, handcrafts, and other items related to interpretive themes of the area. In addition to the sales function, however, relationships with organizations dedicated to interpretive and educational purposes provide many other opportunities for assisting the BLM's interpretive program.

The BLM's Interpretive Strategy, as defined in 1999, states the following mission:

The Bureau of Land Management interpretive program supports the Bureau's mission and goals by serving customers, promoting the health of the land, and enhancing the public's enjoyment, understanding, and appreciation of public land's natural and cultural resources and its management.

Our vision is that ultimately, as a result of BLM's interpretive program, the public will be more environmentally responsible stewards while enjoying public lands.

We cannot achieve this vision alone. Fortunately, cooperating associations share these interpretive goals and have the flexibility and resources to achieve them in ways that would otherwise be impractical for a Government agency. Here are some examples of how cooperating associations can aid the BLM's interpretive programs:

1. Assist in the production of site-specific products

- a. Cooperating associations can provide interpretive products that have a narrow market.
- b. They can provide information not otherwise available or easily accessible to the general public.
- c. They can develop and produce books and other educational materials specific to the interpretive themes and needs of the area or program.
- d. They can establish contacts with vendors, contractors, interpretive specialists, technical experts, and other professionals to create high-quality products.
- e. Even if not directly involved in producing a project, cooperating associations can provide guidance on finding other suppliers.
- f. For jointly produced products, cooperating associations may be able to contract for services more cost-effectively.

2. Distribute educational and scientific publications produced by the agency:

- a. Cooperating associations have distribution systems through their sales areas and/or mail-order or e-commerce services.
- b. They have an extensive network with other cooperating associations and organizations to assist in distributing information.
- c. Cooperating associations can help, through contributed monies or services, to increase the availability of agency-produced materials.

3. Assist in securing grant monies:

- a. Cooperating associations can assist in locating grant sources.
- b. They can hire proposal writers and technical specialists for grant projects.
- c. They can manage grant funds.

4. Assist with special events:

- a. Cooperating associations can design, develop, and produce promotional materials.
- b. As nonprofit, private businesses, they often relate well to other local businesses who might be involved in the project.
- c. Cooperating associations can increase local support for the event, especially if the board or staff are members of the community.
- d. They might have staff or other contacts experienced in organizing special events.

- e. Cooperating associations can conduct fundraising events for educational projects.
- 5. Donate materials for use in interpretive programs and exhibits:**
- a. Cooperating associations can obtain historical artifacts, library and archival material, equipment, and other interpretive items helpful to BLM's education and visitor service functions.
 - b. They may operate donation boxes at BLM's facilities and use the monies for interpretive purposes.
 - c. They may solicit donations for projects.
- 6. Strengthen BLM's relationship with the local community:**
- a. Cooperating associations may recruit local volunteers to provide interpretive programs and assist in staffing sales outlets.
 - b. Association board members are often influential people from the community.
 - c. Cooperating associations usually hire local residents to staff their sales areas.
 - d. As local businesses, cooperating associations often participate in chambers of commerce, tourism councils, service organizations, and other community organizations that can increase visibility and foster partnerships.
 - e. They often have membership programs that involve the community and keep people informed about activities on the public lands.
- 7. Supplement the BLM's interpretive and educational programs:**
- a. Cooperating associations share BLM's core values and often provide services that BLM might otherwise have to purchase.
 - b. Cooperating associations may operate visitor centers and other facilities or programs, as appropriate to the organization's purpose.

E. Advantages to Working with Cooperating Associations

Because their mission clearly relates to interpretation, cooperating associations expand the BLM's efforts to provide interpretive and educational programs. As nonprofit organizations, cooperating associations are mission-based, not profit-based. In addition to the many tangible kinds of support associations can give, these partnerships enable the BLM to provide better service to the public in important ways, such as:

- Disseminate information about the BLM and its management responsibilities.

- Help the public understand land management issues, which can result in additional support for management programs.
- Help reduce adverse impact on resources from misuse of public lands.
- Provide information and services that the BLM might not otherwise be able to provide.
- Provide the public with access to relevant information at the site.
- Develop constituencies for public lands.
- Establish and nurture partnerships.
- Provide fresh perspectives and creative means for addressing management issues.

Through the services provided with cooperating associations, the BLM is able to educate the public about stewardship responsibilities for America's natural and cultural heritage.

F. How Cooperating Associations Differ from Other Types of Partners

The BLM has partnerships with a wide spectrum of organizations, businesses, and user groups for various purposes. Cooperating associations are a special partnership, however, because they are chartered for not-for-profit educational purposes and have agreements with the BLM specifically to enhance our interpretive programs.

The BLM works closely with cooperating associations. The BLM typically provides the office, sales, and storage space needed by the association for its operations at a site. In addition, the BLM provides a staff person as a liaison between the BLM and the association and, if needed, the BLM also provides sales assistance. Typical association responsibilities include obtaining BLM-approved sales items, providing equipment and staff for the sales outlet, and conducting business operations and visitor contacts in accordance with BLM standards.

The relationship that the BLM has developed with cooperating associations is a synergistic one to benefit the public. It is important to keep in mind that even though associations can help support our interpretive programs in many ways, their primary purpose is to serve the public.

Two other kinds of partners that we work with are sometimes confused with cooperating associations, because their interests are somewhat related. There are important distinctions, however.

1. Friends Groups

- a. There is no specific legal definition for “friends” groups, but, in general, these are largely local and usually all-volunteer groups of citizens organized for a specific purpose or interest in a particular area. They may or may not choose to be not-for-profit or formally organized to achieve tax-exempt status. They may or may not have formal partnership agreements with the BLM. Typically, friends groups have a specific agenda, such as providing volunteer services; trail maintenance; fundraising; publicizing issues; and, in some cases, advocacy.
- b. Some of these functions are similar to those of cooperating associations. However, there are at least two key differences between friends groups and cooperating associations:
 - (1) Friends groups are not limited to functions that are interpretive or educational in nature.
 - (2) Friends groups do not operate sales facilities on public lands—unless they also qualify as cooperating associations.
- c. These distinctions have blurred in recent years. Frequently the roles and functions of these groups overlap. A BLM area may have both a cooperating association and one or more friends groups; or a single hybrid organization may serve as both a cooperating association and perform one or more of the traditional roles of friends groups. The decision whether to enter into partnership an arrangement with either or both types of organizations depends on the specific circumstances in the BLM area.

If sales are involved, there must be an Assistance Agreement with the BLM. Such a group functions as a “cooperating association,” whether or not it is called such, and the guidance in this *Handbook* applies.

2. Concessioners

- a. Concessions are authorized by permit to sell goods or services on public lands, such as lodging, food, transportation, souvenirs, and sometimes even interpretive services. Although not so prevalent in BLM areas as on public lands managed by other agencies, concessioners may have operations that compete with those provided by cooperating associations. Concessions are for-profit commercial enterprises. They do not have the tax-exempt status that cooperating associations have.
- b. It is important that we and our association partners respect the contractual rights of concessioners.

- c. In areas where both concessions and cooperating associations exist and may have overlapping interests, each needs to understand the role of the other. The BLM should facilitate opportunities for collaboration. For example, associations might wholesale their products to concessioners, or co-sponsor products or events with them. Both businesses might benefit from joint customer-service training.
- d. The BLM should try to mitigate any conflicts that might arise between associations and concessioners by showing how the visitor can best be served. Customer service should be the primary interest of all parties.

CHAPTER III – How Cooperating Associations Are Organized

A. Nonprofit Status

1. Associations must have IRS tax-exemption status.

- a. All cooperating associations must have and maintain nonprofit, tax-exempt status as determined by the Internal Revenue Service. Section 501(c)(3) of the Internal Revenue Code provides for the exemption from Federal income tax of corporations organized and operated exclusively for charitable or educational purposes. The IRS defines “educational” as including the instruction of the public on subjects useful to the individuals and beneficial to the community.
- b. IRS Revised Ruling 68-307 explains the rationale for providing tax-exempt status to cooperating associations and recognizes associations as nonprofit organizations formed to assist a Government agency in education and scientific programs. The associations depend on contributions and revenue from the sale of educational materials to meet operating costs.

2. Associations must comply with IRS requirements.

- a. An association must establish exemption within the IRS district in which its principal place of business or administrative office is located. Articles of incorporation, showing that the association is truly formed for educational and/or charitable purposes, must accompany an application for exemption. The IRS has specific requirements for tax-exempt organizations, such as limits on lobbying activities, taxes on income not specific to the exempt purposes Unrelated Business Income (UBIT), and public disclosure.

Tax-exempt status is required for a cooperating association to have an Assistance Agreement with the BLM. Furthermore, IRS imposes stiff penalties for failure to comply with its regulations, so it is important that cooperating associations fulfill their responsibilities as 501(c)(3) organizations.

B. Board of Directors

1. The Board of Directors has ultimate responsibility for the association.

- a. As with all nonprofit organizations, this voluntary governing body is legally, fiscally, and ethically responsible for establishing the association’s policies, ensuring that the organization remains true to its stated purposes, protecting the association’s assets, and preserving its independence.

- b. *No BLM employee may serve on the board or as an officer of a cooperating association.* A BLM representative can offer advice and make sure the board is aware of any policy or law that would affect association affairs, but the BLM cannot direct or give the impression that it is directing the association's board or any of its members or employees. (See Appendix section: "The Importance of Independence.")
- 2. Board's role evolves with association growth.**
 - a. If the association is too small to afford staff, the board works with the BLM to determine the logistics for the operation. Board members may have to take on duties that in larger organizations would be staff functions.
 - b. As an association matures and is able to afford paid professional staff, the board's role evolves from hands-on involvement to one of policy setting and oversight. The board selects, compensates, supports, and evaluates the chief administrator. The board also approves the budget and human resources policies that the administrator uses in managing other staff. The time commitment for individual board members will decrease, and a different composition of board attributes may be needed. In the formative years, however, the commitment of time from individual board members should not be underestimated.
 - 3. Board members should know and understand their responsibilities.**
 - a. Governance of tax-exempt organizations is a public trust. It is important that board members understand and take seriously their responsibilities. Information on nonprofit boards is available through libraries and many other sources. (See Appendix for sources of information.)
 - b. The Association of Partners for Public Lands (APPL), a national umbrella for cooperating associations, provides training and resource materials specifically geared to improving the effectiveness of association boards. APPL has developed a Code of Ethics that it recommends for boards of cooperating associations. Adoption of the code is voluntary, but the code is an example of the standards of performance and accountability expected among not-for-profit organizations. (See Appendix for sample Code of Ethics.)

C. Association Staff

- 1. Staffing depends on local circumstances.**
 - a. Local circumstances will determine whether the association employs staff or depends on volunteers or agency assistance to operate its sales area and present its programs.

- b. In general, there is a chief administrator, usually called an executive director or business manager, who reports to the association's board of directors and who has responsibility for the day-to-day management of the operation.
- 2. BLM employees cannot be employees of the cooperating association. Nor can BLM employees supervise or evaluate the performance of association employees.**

CHAPTER IV – Choosing a Cooperating Association Partner

Many factors should be considered when deciding whether a public lands area would benefit from the service of a cooperating association. In some cases, the limited authority to sell maps at BLM Public Rooms may be sufficient to serve visitors without a cooperating association. However, if the BLM decides that it is in the public interest for a cooperating association to provide services at a given location, the following information will help determine which approach to take and what will be involved in establishing the relationship.

The best cooperating association partnerships are designed to be long-term relationships. It is important to select a cooperating association partner carefully. There are basically three options:

1. An existing cooperating association adds a new site or sites to its other operations on public lands.
2. A new association forms to serve the BLM location(s).
3. An organization founded for other purposes makes modifications so it can become a cooperating association.

Which is the best approach for a specific BLM location depends on the circumstances. Here are some things to consider for each of the three options.

A. Working with an Existing Cooperating Association

Numerous cooperating associations already exist that have sales operations on public lands and that may be interested in entering into an agreement with the BLM to operate at another location. This is often the fastest and most efficient way to begin a cooperating association partnership. Here are some pros and cons to working with an existing cooperating association:

1. Advantages to working with an existing association

- a. The board of directors is already established.
- b. The organization is already set up as a cooperating association with tax-exempt status.
- c. The association already has relationships with contractors, publishers, and other sources for interpretive products and services.
- d. The association understands and has a history of developing interpretive and environmental education materials.
- e. The association may already have an inventory that matches the area's needs.

- f. The association may have the seed money and supplies to establish a new sales area.
- g. Income from the association's other sales areas may be available to subsidize a new sales outlet while it gets established.
- h. The existing association may be able to purchase new equipment and inventory at lower cost because of accumulated buying power.
- i. It already has policies and procedures for managing staff and business operations.
- j. The organization's history can be checked to see that the association is financially stable and has a good record of working with the BLM or another public land management agency.

2. Disadvantages to working with an existing association

- a. There may be fewer opportunities for local community involvement on the board of the association.
- b. Board members may not be as familiar with another site's particular needs.
- c. Larger associations may have different priorities than the new sales area or interpretive projects and be slower to respond to the needs of the new area.
- d. New product development may be generic rather than site-specific, or focused on areas and sites other than yours.

3. Choosing an existing cooperating association

- a. There are several sources for information on existing cooperating associations:
 - (1) Contact the BLM State Office to see which associations are already operating at BLM sites in your State.
 - (2) Check with other Federal and State land management areas in the region. Many cooperating associations serve more than one agency.
 - (3) The Association of Partners for Public Lands publishes a directory of member cooperating associations.
- b. Not all cooperating associations may be interested in expanding into new areas. Some may be chartered solely to serve a specific location or may not be financially able to expand. Other associations, however, may be more broadly chartered and welcome new service and/or business opportunities. Preliminary inquiries will indicate which associations are already multi-site or are at a stage where they might consider expansion. Usually the organization's executive director will be the initial contact.

- c. Work with your Assistance Agreement procurement officer to develop a request for application to be sent to existing cooperating associations that might be interested. When describing the opportunity in the application request, think about what an organization will want to know in considering a new business venture. For example:
 - (1) Why should there be a cooperating association for the area?
 - (2) Is there strong management and staff support for affiliating with a cooperating association? Will that support likely remain strong if the initial players are no longer there?
 - (3) What is the anticipated scope of operations, such as size and number of sales locations and available facilities?
 - (4) What are the average visitation and seasonal variations?
 - (5) What hours of operation do you anticipate?
 - (6) What amount and type of staff assistance can the BLM provide?
 - (7) What is the nearest town or other source of labor?
 - (8) What product themes suit the site?
 - (9) What is a reasonable time frame for completing a review process?
- d. It is important, early in the process, to have a written description of the proposed purpose and scope of the relationship, even though some of the specifications may change during the negotiations with an existing association.
- e. There should be predetermined criteria for evaluating the response(s). Here are some things to consider in the selection process:
 - (1) Require a written prospectus or business plan from each association being considered.
 - (2) Give all associations equal opportunity to be considered and provide consistent information to each.
 - (3) Assess the ability of each cooperating association to deliver the services identified in the request.
 - (4) Remember that the focus of the cooperating association relationship should be on public service, not on money.
 - (5) Consider the past performance of each cooperating association (if any) in providing services to the BLM and/or other Federal agencies.
 - (6) Obtain references from other Government offices that have worked with the association.
 - (7) Consider the ability of the BLM to access the association's leadership.

- (8) Consider the associations financial viability to sustain the new operation.
- (9) Provide an explanation of the final choice to any other associations that applied for consideration.

B. Developing a New Association

Developing a new cooperating association takes a considerable amount of time, seed money, and business expertise. It is usually best to first consider utilizing existing associations or partnerships rather than creating a new one. There will be times, however, when a new association is the best or only answer. Here are some pros and cons in considering a new association:

1. Advantages to developing a new association

- a. The relationship to local communities may be stronger because board members and employees are likely to be drawn from the local area.
- b. The association may be able to devote more attention and quicker response because of proximity.
- c. The association may have a better understanding of local needs and issues.
- d. The association's priorities may more closely match the area's, such as producing site-specific materials.
- e. The association may have greater ability to develop local networks and tap into other locally based organizations that have similar missions or interests.

2. Disadvantages to developing a new association

- a. It may be harder to find committed board members and to nurture their interest, especially if the population base for the association is small.
- b. The BLM staff may need to devote more time to maintaining the enthusiasm and involvement of board members.
- c. The learning curve for establishing and managing a sales area may be greater.
- d. The learning curve for knowing appropriate and effective sales items may be greater.
- e. Buying power may be limited due to inexperience or low volume.
- f. Helping to start a new organization is more work for the agency staff.
- g. There is greater potential for appearing to overstep boundaries between private and public responsibilities.

3. Determining feasibility for a new association

How do you know whether the conditions at your location can sustain a new cooperating association? Make a realistic assessment of the business potential for a new association. Consider, for instance:

- Visitation to the site(s)
- Potential income from sales and other programs
- Costs of operation
- Seasonal variations in visitation/demand for products and programs
- Potential for staffing
- BLM management and staff time that can be devoted to making the partnership a success.

4. Developing a feasibility plan

- a. A feasibility plan should project the probable timeframe and volume of activity for an association to become debt-free and self-sustaining, to maintain essential staff, and to be able to buy inventory in bulk quantities.
- b. The feasibility plan should also consider how much start-up capital will be needed for inventory, equipment, supplies, and other operating costs. Start-up capital might come from interest-free or low-interest loans from existing associations, foundation grants, bank loans, and/or donations.
- c. A realistic financial or business plan for the new organization's first few years will be important not only in assessing the viability of starting a new organization, but also later, for the annual budgeting process.

5. Checklist for Start-Up

If the feasibility assessment suggests that a new association can become self-sustaining in what seems a reasonable amount of time, the process is off to a good start. Although the order of steps may change, the following checklist gives a general framework for the creation of a new cooperating association. Ideally, outside parties will initiate the idea for a cooperating association. If not, BLM staff and others in the community may need to explore whether there is interest among individuals or groups for furthering public understanding and appreciation of the BLM area. The nucleus for such interest may be found in existing conservation groups, hiking clubs, agency retirees, friends groups, or, perhaps, enthusiastic volunteers working at the site.

- a. **Interest from outside the Government.** There must be interest among non-Government parties who are willing to start the organization. It is appropriate, however, for agency representatives to identify who those people might be and to

explain the purposes of cooperating associations, how associations work with the BLM in other areas, and what might be accomplished with a new association.

- b. **Steering committee.** This group spearheads the organizational effort. It may or may not become the initial board of directors. This small working task force should include people committed to the concept of cooperating associations and also knowledgeable about not-for-profit entities. It should include, or have access to, the services of an attorney, preferably one who specializes in tax-exempt organizations.
- c. **Initial board of directors.** The first board of directors for a new association will probably determine its future for many years to come. Ideally, this charter group should be manageable in size (five to nine members); have a common interest in the objectives of the cooperating association; and represent a cross-section of organizational skills and business expertise, such as retail sales, accounting, publishing, financial management, and/or tourism. Current BLM employees may not serve on the board of directors. However, retired agency employees can be valuable board members because of their knowledge of the BLM's mission and operations.
- d. **Articles of incorporation.** A cooperating association must be incorporated under the laws of the State in which it initially resides. State regulations vary, but all associations will need to submit articles of incorporation. The articles should be as brief and broad as possible, but they should clearly state the educational purposes of the association.
- e. **Bylaws.** Bylaws are more detailed procedures for governing the organization, such as the number of people on the board of directors and how they will be selected. Models for these documents are available from many sources, such as the Association of Partners for Public Lands. The specific documents for the new cooperating association should have legal review to be certain they are consistent with State regulations.
- f. **Incorporation as a not-for-profit business.** The initial board of directors should apply for incorporation from the appropriate Secretary of State. In addition to incorporation in its resident State, the association must register as a "foreign corporation" in any other States where it will operate. The time required for this process varies among States, but a year is not unusual.
- g. **Employer identification number.** After an organization obtains State incorporation, it must apply for an employer identification number from the U.S. Internal Revenue Service (IRS). An Employer Identification Number is required whether or not the association has employees.
- h. **Tax-exempt status.** Cooperating associations must meet requirements for both State and Federal not-for-profit status. Recognition as exempt from Federal income tax under Section 501(c)(3) of the IRS Code is required before an organization can enter into an agreement with the BLM to operate as a

cooperating association. Tax-exempt status is also required if donors are to claim tax credits for gifts to the organization. IRS Publication 557 will help answer questions about nonprofit tax exemption and regulations.

- i. **Other business requirements.** There may be additional regulations for operating a business. Knowing State and local tax and employer requirements and the possible exceptions for not-for-profit entities operating on Federal property can be complicated. An attorney's guidance, especially in the start-up stage, is vital.

6. Board of directors is key to successful start-up.

- a. **Who should serve on the board?** Instead of automatically assuming that the steering committee will become the first board of directors, the committee should think about the design of the board overall. The initial board of directors will not only deal with the practical aspects of starting the organization, but will also establish policies and direction for the future. What will be the ideal balance of skills, familiarity with the site and purposes of the association, and community involvement? The association's needs may change over time, and there should be a systematic process for evaluating the composition of the board and for electing new board members.
- b. **Criteria for selecting board members.** For the association to be a viable cooperator for the BLM's educational and interpretive mission, the board of directors must be public-spirited and understand the association's role, particularly in terms of its mission-based, not profit-based, focus. In addition, the board should include people who can make informed decisions about association activities, such as sales, publishing, educational programs, fundraising, and the use of donations.
- c. **Selecting individual board members.** At the start-up stage, in particular, the board's stature in the community will be useful in attracting and motivating other volunteers. Careful thought should be given to selecting individual board members. Here are some factors to consider:
 - (1) How involved is the person in the community?
 - (2) Does he/she understand the issues and special needs of the BLM public lands?
 - (3) Is the person familiar with board structure? With cooperating associations or other not-for-profits?
 - (4) What expertise will this person bring to the selection of materials and programs to be offered to the public?
 - (5) Will the person support the mission, policies, and goals of the BLM and the association?

- (6) How will the person's particular knowledge, skills, abilities, and community linkages complement those of current board members or other individuals being considered for board service?
 - (7) Will the individual's personality and leadership style fit well with other board members?
 - (8) Does the person have integrity and respect that will reflect positively on the association and its board?
- d. **Other considerations.** In addition, it is important that the individual be willing and able to contribute the time needed for board service. In the formative years of the association, the board may have to be very "hands-on," with considerable day-to-day involvement that would otherwise be done by staff. For instance, the board treasurer may need to fulfill the financial tasks that would normally be done by a staff business manager.

Organizations that choose their board members primarily on the basis of prestige and community "connections" are often disappointed when board members do not attend meetings or share the workload. Sometimes it is not lack of interest; rather, the well-intentioned board member is over-committed with other responsibilities. This is especially true in small communities where other civic organizations may compete for the same limited pool of potential board members.

The involvement of the board of directors is crucial to the success of a start-up organization. In fact, the board is so important to the success of the enterprise that if there is not a pool of dedicated, knowledgeable, and willing people for potential board service, the option of starting a new cooperating association would be unwise.

- e. **Board size and length of service for members.** There is no prescribed size of boards or length of board terms for associations. Experience suggests, however, that limiting the length of terms board members can serve promotes organizational vitality and effectiveness, and that a small size board of five to nine people works best. While the size of the board itself may be small, there are other ways to tap the interests and skills of people through committees, advisory groups, and memberships. These also become vehicles for identifying prospective board members.

7. Help with start-up from an existing cooperating association

Sometimes an existing cooperating association may be willing to foster a new association for a few years while the new group becomes established well enough to operate independently.

- a. Some ways an existing cooperating association might help with start-up:

- (1) provide the seed money to obtain initial inventory.
 - (2) expedite development of staff and operating procedures.
 - (3) mentor the new board of directors.
 - (4) provide expertise in merchandising and program development.
 - (5) provide visitor services while the steering committee works through the steps to establish the new organization.
- b. Have a business plan for the arrangement. There should be a clear business plan for the transition from the existing organization to the new entity. Prepared jointly by the parent association, the BLM, and the steering committee for the new organization, the plan should clearly define the following at the outset:
- (1) the length of time that the parent association will operate at the site, or the revenue level that must be reached before the new association is expected to function fully on its own.
 - (2) the return the parent association expects for investing in the start-up operation.
 - (3) the existing association's role, if any, in organizing the new entity.

As noted elsewhere, there are financial costs to starting up a new sales operation. The existing association will need to weigh those costs against a desire to serve the BLM by fostering the new organization.

C. Modifying an Existing Organization to Become a Cooperating Association

Another alternative in forming a new association is to work with an organization that already exists, but not yet as a cooperating association. In this case, the existing organization is modified as needed to qualify as a BLM cooperating association.

1. What type of organization could become a cooperating association?

- a. There may already be an established not-for-profit organization in the area—such as a museum association, historical society, library association, or friends group—that already has its 501(c)(3) status and has programs or interests somewhat allied to the BLM's. Such a group may be interested in reconstituting itself for the interpretive and educational purposes required of a cooperating association. Depending on the circumstances, this may require amending the articles of incorporation and bylaws, changing the composition of the board of directors, changing the organization's name, setting up a sales operation, and/or making other modifications.
- b. There may be an existing organization that does not have IRS tax-exempt status because it was not originally formed for educational or charitable purposes, or because it simply has not sought the 501(c)(3) determination from the IRS. Again,

the modifications needed to take on the role of a cooperating association will vary, depending on the type and original purpose of the organization. To be an effective cooperating association, the organization must be genuinely committed to supporting the BLM's interpretive and educational mission.

2. Advantages of modifying an existing organization

- a. The time for starting a new cooperating association may be shorter.
- b. Some degree of organizational structure already exists.
- c. Local community involvement may already exist.
- d. There may be seed money and other resources to contribute to the new enterprise.

3. Disadvantages of modifying an existing organization

- a. The existing group has goals that may conflict with the mission and goals of a cooperating association.
- b. There may be internal tensions and conflicting priorities for an existing organization changing from its original purpose to that of a cooperating association.

D. Your Role in the Cooperating Association Partnership

The section in the Appendix on “The Importance of Independence” cautions that an association must remain independent of agency management or control. Because the financial interests of a cooperating association are directly affected by decisions made by BLM employees, such as the approval or disapproval of sales facilities, hours of operation, and particular sales items, BLM employees must be particularly careful in personal dealings with the association.

Keeping an appropriate separation between the association and the BLM can be particularly difficult when a new cooperating association partnership is being created. If you are the BLM manager at the site, for instance, you probably know the local circumstances best. You have a vision for the kind of organization needed. What can you appropriately do to help establish a cooperating association partnership?

1. Guide, but not control

Your role is to help others see the BLM's vision for a cooperating association and to share knowledge that can guide the process. Guide, but not control. If you are starting a partnership with an existing cooperating association, you may be very involved in identifying potential associations, developing the invitation, and negotiating terms, but the final selection should be through a group decision-making process and based on objective, justifiable criteria.

In the case of creating a new association or modifying an existing one, the distinction between guidance and control can be difficult. By guiding the process, you might

- Identify some individuals who have the kind of enthusiasm and initiative that an organizing effort will require.
- Discuss with them the idea of forming an association.
- Serve as a resource by providing information about cooperating associations, describing the approval process for operating with the BLM, and sharing your ideas about an association for a specific location.

You may provide information and even advice to a steering committee, but BLM employees may not in any way control their decision-making. You may describe the type of board members that would be helpful in forming the association, but you may not direct who should be on the board. You may provide guidance through this *Handbook* and other sources that might help inform their decisions, but you may not make the decisions for them.

- a. The private citizens must independently determine whether and how to form the organization.
- b. The BLM must be able to assess objectively whether the organization can fulfill the expectations for a cooperating association at that site.

2. Encourage

Your role also includes encouragement. Establishing a cooperating association partnership—either with an existing organization or with the creation of a new one—is a time-consuming process. Helping association leaders to understand agency policies; developing procedures, such as selecting merchandise; working on the terms for the Assistance Agreements and the details of setting up the sales facilities, will all take time. Reminding yourself and others of the public benefit that cooperating associations serve can inspire those involved to achieve their mutual goals.

CHAPTER V – Formalizing the Relationship with Agreements

A. Why Use an Assistance Agreement

The BLM and the cooperating association both benefit from this partnership. Although the specific terms vary, there will be an exchange of value, which may include property, services, or direct funds. Because of this mutual benefit, the Assistance Agreement is the proper instrument to formalize the partnership with a cooperating association.

1. What is an Assistance Agreement?

The Assistance Agreement is a legal document covered by the BLM's agreement procedures. It is sometimes called a grant or cooperative agreement. If the primary purpose were to acquire goods or services for the direct benefit or use of the Government, a procurement contract would be used instead. The Assistance Agreement, on the other hand, recognizes mutual benefit. It is important that all parties understand the mutually beneficial relationship and how this relationship is supporting and stimulating public awareness and involvement in the management of our public lands.

You should work closely with an agreements specialist in the early stages of developing Assistance Agreement to make sure the agreement conforms to current policy and language. The cooperating association should also be involved in developing the agreement. Assistance Agreements are binding documents, and both parties need to know their respective responsibilities. It is appropriate for a BLM official to meet with the association's board of directors to explain the agreement(s).

Remember: the association must have 501(c)(3) tax-exempt status from the Internal Revenue Service before entering into the agreement(s). If the association loses its nonprofit status, the agreement(s) will automatically be terminated.

2. Who has signing authority?

Only designated Assistance Officers may award an Assistance Agreement. The necessary approval levels for the BLM are determined by the expected dollar value over the life of the agreement. The signing authority for the association is the individual designated by its board of directors.

Supplemental Agreements, which expand or modify the original Assistance Agreement, are signed at the same authority as the parent agreement.

3. Statewide Assistance Agreements

Individual BLM State offices may enter into a Statewide Assistance Agreement between the BLM and a cooperating association that has multiple operations in the State. This master agreement can streamline the process of developing agreements for future operations by stating the general provisions for the cooperative relationship. Each of the sites included in the master agreement will require a Supplemental Site Agreement, and a Task Order.

More than one cooperating association can have a master agreement within a given State, BLM offices, Monument, or National Conservation Area. However, an individual BLM site should not have an agreement with more than one cooperating association.

4. Sample Agreement

The specific provisions of an Assistance Agreement will vary. In general, the agreement lays out the purpose for collaboration; each party's authority to enter into the agreement; their respective responsibilities; key personnel, including the primary contacts and liaisons for each party; terms of the agreement; and specific provisions required for Federal agreements.

An illustration of an Assistance Agreement is included with this *Handbook*. This model is also available electronically from the BLM's State procurement offices or from the National Lead for Interpretation. Although you will need to work with a procurement officer and with association representatives on the details of a new or renewed Assistance Agreement, this model may facilitate that process.

5. Regarding distribution of proceeds

How proceeds from revenues generated through activities under the agreement, if any, will be distributed is sometimes an issue when deciding the terms of the Assistance Agreement. In general, it is not advisable for the Assistance Agreement to specify that a cooperating association will return a set percentage of proceeds, to the BLM. The revenues belong to the association as a private entity, and the association's board determines the disbursement of any proceeds.

The association should have an established policy for distributing proceeds. The Assistance Agreement might refer to that policy, perhaps as an attachment to the agreement or in a general reference to aid, to be elaborated on in the Task Orders. For instance, the Task Orders might state that revenues generated as a result of the agreement and distributed to the BLM will be used for mutually agreed-to projects appropriate to the interpretive and educational purposes of the agreement.

B. Task Orders for the Agreement

Task Orders written against an existing Assistance Agreement authorize the specific services or work to be accomplished. A Task Order is required if the BLM is providing the operation or project with funding or with Government-furnished materials acquired with appropriated funds.

1. What a typical Task Order does:

- a. Identifies the specific task or scope of work.
- b. Lists the specific items to be delivered.
- c. Specifies the delivery schedule.
- d. Includes any necessary drawings or location maps; and
- e. Identifies the cost for the task and what each party will contribute.

The Task Order, which is more specific than the Assistance Agreement, provides the information needed by the Assistance Officer and the association to understand the task. It is signed at the same level as the Assistance Agreement.

C. Site-Specific Operating Plans

Site-Specific Operating Plans give more details than the Assistance Agreement. This document describes the day-to-day operations.

1. What a typical Site-Specific Operating Plan includes:

- a. Objectives for the sales area
- b. Hours of operation
- c. Standards of service
- d. Contact personnel
- e. Information on staffing
- f. Procedures for handling and accounting for money
- g. Procedures for review of sales items
- h. Responsibilities of each party in the agreement
- i. List of merchandise to be sold for a sales operation

When procedures are lengthy or are written elsewhere, the Operating Plan may refer to other documents rather than repeating the details. For multiple locations under a Statewide master agreement, there should be a Site-Specific Operating Plan for each. The parties collaborate in developing the plans and should review and modify them as circumstances change.

D. Annual Plans

The Annual Plan documents what the BLM and the cooperating association hope to accomplish jointly in the year ahead. This is where discussions of level and kinds of aid usually occur. When jointly developing the plan, the BLM provides a “wish list” of interpretive projects, with priorities and estimated costs, which the association can match to its own priorities and to the realities of its budget. Each project that the partners agree to do require a Task Order.

- 1. The Annual Plan helps to budget for the year and set annual goals.**
 - a. It does not obligate either party to provide funding, items, or services of value.
 - b. It can outline the intent to do so for any given project.

- 2. The Annual Plan should be in writing and signed by representatives of both parties.**
 - a. It may be a letter of agreement or memorandum that identifies specific partnership goals for the site.
 - b. It becomes a useful record of intent, which helps inform those who may not be at the site or otherwise involved on a daily basis.
 - c. It provides continuity in the event of changes in key personnel.
 - d. It is a basis for annual evaluation of how well the partnership is achieving the objectives.

CHAPTER VI – Defining the Relationship: Sales and Operations

The specific details of Assistance Agreements with cooperating associations will vary. However, there are generally accepted practices in these relationships, which have developed over the many years that cooperating associations have assisted Federal land management agencies. Most of these practices apply to cooperating services for the sale of interpretive and educational materials, as described below.

A. Sales Items

1. Review and approval of sales items

- a. **Quality control.** Agency approval is required for merchandise offered to the public. This is primarily a mechanism for quality control.
 - (1) It assures that the sales operation will comply with the purposes of the cooperating association agreement and the BLM's customer service goals.
 - (2) The BLM approval is also an important protection for the cooperating association. The association has significant advantages over commercial enterprises because it operates in a prime location for visitor contact, at little or no cost for facilities, in a tax-exempt environment. Concessionaire or other merchants may claim unfair business competition if they see questionable practices.
- b. **Shared responsibility.** The sales operation is a cooperative enterprise, and its success depends on mutual understanding and shared responsibility. The partners should agree on a timeline for reviewing requests—usually 30 days or less—and a procedure for expediting decision-making when necessary.
 - (1) Prompt review by the BLM is important so the association will have time to order stock or make other inventory changes.
 - (2) Timely approval may make the difference in whether items are available for the prime selling season and for special events.
 - (3) Timing may also affect the association's budget and sales projections.
- c. **Fair market value.** The BLM also approves prices for merchandise. The parties should agree on a procedure for setting prices and for dealing with price changes on previously approved merchandise.
 - (1) Associations agree to sell items at fair market value. Fair market value can be determined by comparing similar items sold elsewhere under similar conditions, allowing for seasonal variations, visitation, and other factors.

- (2) Consistent and justifiable pricing is especially important when an association sells the same item at more than one location.
- d. **Sample item.** A sample or review copy of the item should accompany all requests for approval. In the case of works in process, the work needs to be very near completion in order for the quality of the finished product to be evaluated.
- e. **Declining an item.** If the BLM declines to approve an item, the reasons should be documented and explained clearly. This documentation will be especially important if an author or producer protests the BLM's decision. The best protection against challenges is to have a clear plan for merchandise selection, with justifiable criteria that are objectively and consistently applied.
- f. **Importance of approval process.** The BLM official having approval authority has the burden of determining what merchandise will be offered to the public through the association's sales outlet. He or she should not take that responsibility lightly, nor let personal biases affect decisions on merchandise selection or pricing.
 - (1) Established associations have experience in selecting and producing quality merchandise, and the official reviewer can usually rely on an association's expertise in providing an appropriate sales mix. Less experienced buyers and reviewers will learn this over time.
 - (2) In general, buyers and reviewers should recommend only items that appear to be consistent with agreed upon criteria. In the end, however, the decision of the authorized BLM official prevails.

B. Tools for the Review Process

Two tools that can help the review and approval process are the Sales Item Review Form and the Scope of Sales Statement. See the Appendix for examples.

1. Sales Item Review Form

This is a simple form that accompanies items submitted for agency approval and standardizes the review and record keeping. Typically, the form includes the following:

- a. Space to identify and briefly describe the item and the suggested retail price.
- b. A checklist of key questions or review criteria for determining whether the item is appropriate for this outlet and how it fits into the outlet's scope of sales matrix.
- c. Why an item is being requested and by whom.
- d. Space for a statement of approval or disapproval.
- e. A place for the reviewer to sign and date the form.

The review form should be prepared in duplicate so that both the authorized BLM reviewer and the cooperating association retain copies for their records. Using a standard fill-in form expedites the documentation and helps achieve consistency in the review process.

2. Scope of Sales Statement

The Scope of Sales Statement or matrix is a joint document that establishes the primary and subsidiary themes for the area and provides a strategic way to plan an effective sales line. It serves many useful purposes, such as:

- a. Apportioning the space for various types of items.
- b. Providing for a cross-section of sales items in various price ranges and for different audience segments.
- c. Providing guidance for seeking out or developing new products.
- d. Providing a basis for reviewing potential sales items.
- e. Justifying decisions if selections are criticized.

Collaborating on a Scope of Sales Statement is a useful planning process and one of the best methods to ensure that the cooperating association sales outlet is an integral part of the site's overall interpretive program. It not only helps determine merchandise priorities but also encourages the partners to seek appropriate materials to fill the gaps. The partners should update the statement periodically and apply it consistently as part of the selection and approval processes.

C. Criteria to Consider When Reviewing Sales Items

1. In considering proposed sales items, the reviewer should be able to answer “yes” to the following basic questions:

- a. Is the item consistent with the BLM's mission and interpretive and educational programs?
- b. Does the item relate directly to the interpretive or educational themes of the site or locale where it will be offered?
- c. Does the item contribute to the public's understanding, appreciation, or enjoyment of resources on public lands and the surrounding areas?
- d. Will people buy the item? It does no good to have an item that meets all these criteria but gathers dust on the shelf because nobody wants to buy it.

2. The items must meet the following minimum requirements:

- a. The item is not illegal or considered hazardous.
- b. The item does not violate conservation laws or principles.
- c. The item does not promote unsafe or resource-damaging activities.
- d. The item presents accurate information in a tasteful way.
- e. The item's manufacture and packaging are of appropriate quality.
- f. The item does not infringe on applicable contract rights of a concessionaire.
- g. The item does not promote discrimination or show prejudice to any individual or group because of race, religion, gender, color, age, physical or mental disability, or national origin.
- h. The item does not include erroneous information about the BLM. Items that are critical of the BLM may be approved if, in the opinion of the State Director, offering the item is a useful public service.
- i. The item fits into the overall balance of interpretive sales items.

3. Additional association business considerations

- a. Available shelf life and space.
- b. Whether the proposed item fills a specific need and complements other items in the inventory.
- c. Whether the item duplicates something already available.
- d. The potential market and customer interest.
- e. Purchasing terms.

4. Concessionaire permits

In areas where no concessionaire or commercial outlets are located, or when concession operations are closed, the BLM may permit a cooperating association to sell non-interpretive visitor service items through a concessions permit. Visitor service merchandise includes film, firewood, crayons, scissors, sunscreen, insect repellent, nonalcoholic beverages, postage stamps, or other items deemed appropriate to the BLM's customer service responsibilities.

D. Other Factors in Selecting Sales Items

Historically, most items sold by cooperating associations were printed materials, such as books, posters, postcards, maps, and brochures. Today, however, the range of merchandise available at

cooperating association sales outlets has expanded greatly, because we recognize that people learn in different ways and that non-print materials can be very effective interpretive media.

In addition to the item's interpretive relevance, there are several other factors that the partners should consider in selecting non-print merchandise:

1. The association should know the source and authenticity of all items it sells.

Items that incorporate parts of prehistoric or historic artifacts, paleontology specimens, endangered species, and other categories protected under the Antiquities Act of 1906 (Public Law 59-209), the Archeological Resources Protection Act of 1979 (Public Law 96-95), and the Endangered Species Act of 1973 (Public Law 93-205) as amended are prohibited.

2. Reproductions should be clearly identified.

The sale of reproductions, replicas, and derived products is generally acceptable, providing they are not misrepresented as genuine artifacts. Reproductions and replicas should be plainly and indelibly identified as such. An interpretive message that describes the item and the importance of protecting heritage resources should be included.

3. Cultural items should be as authentic as possible.

Craft or other cultural items should, where possible, be made by members of the culture represented and from authentic raw materials, using authentic methods and specifications. Take into consideration, however, that craft and art are continually evolving, using new materials, techniques, and expressions that often combine the past with the present.

4. Public Law 101-644

Public Law 101-644 prohibits the sale or display for sale of any item in a way that falsely suggests it is Indian-produced or the product of a particular Indian tribe or Indian arts and crafts organization within the United States. Associations should confirm an item's authenticity before offering it for sale as American Indian artwork or handcraft. If dealing directly with the artisan, the association should retain a copy of documentation that says the person is a member of an Indian tribe. When dealing with intermediaries, the association should have the agent's written guarantee that a member of an Indian tribe produced the item.

5. Paid advertising

Any paid advertising that appears on a sales item, such as on the trailer of a video or a display advertisement in a print publication, should be incidental to the interpretive and informational content of the item. Under no circumstances should advertising or vendor information imply a BLM endorsement of the product.

6. Non-printed merchandise

Apparel and other utilitarian non-print merchandise should be considered carefully in terms of appropriateness for cooperating association sales. Such items should be well planned and designed so as not to be simply souvenirs that might conflict with concessions or be viewed as unrelated to the association's purposes. The BLM-identity items that are primarily promotional in nature, such as patches, lapel pins, and T-shirts, may be appropriate for the purposes of supporting BLM educational programs.

7. Internal Revenue Code

The association should be familiar with the Internal Revenue Code pertaining to Unrelated Business Income Tax (UBIT), and how sales items and other income activities relate to an exempt organization's purpose. Revenues from unrelated activities may be subject to State and Federal taxes. If the interpretive value of an item is not immediately apparent, an interpretive statement about its relevance to the area's theme(s) should be provided in written form with the item.

8. Will the item enhance the understanding and appreciation of Public Lands?

Items should not be qualified or disqualified solely on the basis of type. An item is not valid simply because it is a book or invalid simply because it is a T-shirt. In the end, approval or disapproval should rest on whether the item will enhance the understanding and appreciation of public lands and whether its sale will reflect positively on both the BLM and the cooperating association.

E. Sales Facilities

Sales outlets operated by cooperating associations on behalf of the BLM vary widely, from a single bookshelf or pushcart to full-fledged bookstores. They may be located wherever the Bureau and the association agree to have a sales operation, such as a BLM State Office or other management office, visitor center, public lands information center, or other public building. The BLM reserves the right upon written notice (usually 90 days) to relocate the facilities if needed.

Provisions for using the building, on-going maintenance, and other issues of occupancy or management of a structure on public lands should be included in the site agreement.

1. Design and construction

- a. The BLM provides the sales areas and other facilities, such as storage areas, which are identified in the Assistance Agreement or its supplements.
- b. It is important that the BLM and the association consult in the early stages and throughout the planning, design, and construction of new facilities or the renovation of existing sales areas.
 - (1) The location and design of facilities have an impact on an association's operations.

- (2) The association will likely have information about operations, visitor use, and sales experience that will be valuable in the planning process.
- (3) The plans for any new or existing sales area must be compatible with the design and decor of the facility and approved in advance by the BLM and the building owner, if other than the BLM.

2. Ownership and funding

- a. Either party may fund the entire cost of facility improvements, or the costs may be shared.
- b. There should be clear understanding of the anticipated costs, timetable, and how the work will be done before an improvement or new construction project begins.
- c. The cooperating association owns any improvements it pays for that can be easily removed, such as removable shelving units and display racks. Improvements that are physically affixed to the site, such as built-in shelving and lighting fixtures, carpeting, etc., remain in public ownership.
- d. If the association undertakes construction of a building on BLM-managed public lands, the building must be transferred to the Federal Government upon completion.

3. BLM access

The BLM must have emergency access to all facilities it provides for association use and may inspect those facilities at any time.

4. Maintenance and utilities

- a. Usually the association does not pay for normal maintenance and utilities in Government-owned facilities. Utilities beyond what would be required for operating the building for Government purposes, as well as such services as telephone, computers, and Government-owned vehicles, may be provided to the association on a reimbursable basis. The Assistance Agreement identifies responsibility for facility maintenance and utilities.
- b. The association generally provides and maintains the equipment needed for its daily operations, such as a cash drawer or box, calculator, cash register, and file cabinets. The association should carry adequate insurance for its property. It is also liable for damage to Federal property caused by the negligence of its staff or agents.

5. Sales area display and signs

- a. The association's sales outlets will likely be primary points of contact for visitors to public lands. The outlets may affect the visitor's impression and enjoyment of other facilities and programs associated with the BLM. Sales outlets should be clean, properly lit, well organized, and safe. Merchandise display should be in good taste and in keeping with the general design and decor of the facility.
- b. Effective merchandise display is an art. Training in design and merchandising can be very helpful in increasing sales and making the most of small spaces and low budgets. The Association of Partners for Public Lands and the Museum Store Association, among others, offer training on sales area design. Training is especially important for a new association that is inexperienced in merchandising.
- c. To the extent possible, display areas should accommodate special visitor needs. The following guidance may improve audience accessibility:
 - (1) Display merchandise at a level to be seen by wheelchair users and people of short stature.
 - (2) Place items that cannot be reached in an area where assistance is readily available.
 - (3) Provide for comfortable movement of all visitors through the display area, including those using wheelchairs.
 - (4) Place children's items low enough to be seen.
 - (5) In selecting and developing merchandise, consider audiotapes, captioned videos, tactile objects, foreign language translations, and other ways to provide interpretation to visitors who have special needs.
- d. Every association sales outlet should prominently display a sign that identifies the area as a nonprofit activity of the cooperating association at that site. Such signs are important because:
 - (1) They distinguish the sales outlet from a concession, any other for-profit operation, or the agency's operation.
 - (2) They explain the presence of sales personnel in a Federal facility.
 - (3) They explain that proceeds of sales benefit the interpretive and educational mission of the BLM.
- e. Signage should be compatible with the decor of the facility where the sales outlet is located. The partners should jointly agree on the sign's design and text. A similar message might be included on bookmarks, bags, or merchandise tags to explain the purpose of the operation and to encourage sales. Here is sample text:

“This sales outlet is operated by (name of cooperating association), a not-for-profit cooperating association working in partnership with the Bureau of Land Management. Proceeds from the sales at this outlet help support the educational and interpretive programs of the Bureau of Land Management.”

F. Off-Site Sales

The BLM has a vested interest in sales activities by a cooperating association acting on the agency’s behalf, even when those sales do not occur in a BLM-managed facility. Merchandise offered in the name of partnership with the BLM should have BLM approval. Items approved for sale within a BLM area are considered also approved for off-site sales at satellite locations or through catalog and Internet methods, without requiring additional review.

1. Multi-agency or interagency sales outlet

Multi-agency or interagency facilities operate under a variety of management agreements and often include a cooperating association sales outlet to provide visitors with information for the enjoyment of the Nation’s public lands.

- a. Usually the policies of the lead agency for the facility will also prevail for the cooperating association operation.
- b. The association and the agencies involved should jointly establish procedures for the sales operation and specify those procedures in a written agreement.
- c. BLM approval is not required for an association to participate in a multi-agency or interagency facility. As a courtesy, however, the association should inform the BLM of the association’s role. Also, the BLM may periodically review the sales operation to determine if BLM’s interests are being served.

2. Mail order and internet sales

- a. Mail order and electronic sales are natural extensions of the services provided by cooperating associations. They enable associations to offer information and educational material to visitors prior to or following a visit and to people unable to visit a site in person.
- b. Items sold through mail or electronic catalogs should meet the same review criteria as for on-site sales. As noted above, items approved for sale within a BLM area are considered approved for catalog sales.
- c. The BLM may link its Web sites to cooperating association Web sites. However, all links from Government Web pages to external association Web servers must use an intercept script to notify users when they are leaving the agency’s official site.

G. Management and Business Practices

Although a cooperating association is an independent organization, governed by a board of directors, the BLM has a vested interest in knowing that the association is managed in a prudent, responsible way. The Assistance Agreement generally requires that the association conduct its fiscal operations in accordance with accepted business practices.

1. Accountability and annual reports

- a. **Internal controls.** Associations must comply with local, State, and Federal laws and reporting requirements. In addition, associations have a responsibility to ensure that appropriate internal controls are in place.
 - (1) Internal controls are procedures for handling and accounting for the organization's assets, not only to protect against loss, theft, or misappropriation, but also to provide accurate and timely information for management decisions.
 - (2) Internal controls can sometimes be difficult in small, remote operations. The advice of an accountant or insurance specialist may be helpful in setting up generally accepted standard accounting procedures and internal controls.
- b. **Periodic financial reports.** An accountant can also be helpful in determining the frequency and complexity of financial reports and inventories of stock.
 - (1) Associations that hope to attract external grants or donations, for example, may find that funding sources require an audit and/or financial statement.
 - (2) Whether required or not, obtaining periodic evaluation of financial records by an independent accountant is a good business practice.
- c. **Annual reports.** At the end of each Federal fiscal year, an association should submit a financial report and a narrative report about its activities to the BLM Field Office responsible for its Assistance Agreement.
 - (1) A copy of the report should also be sent to the National Lead for Interpretation.
 - (2) These annual reports show the level of accumulated support that cooperating associations provide the BLM and also give information and examples of activities that assist in responding to questions.

2. Insurance

As part of its responsible business operations, the association should determine the appropriate level of insurance needed to protect its assets. The Assistance Agreement may require that a cooperating association procure public and employee liability insurance with respect to its activities under the agreement and that it indemnify the U.S. Government against claims.

The association should consult an insurance professional to determine the additional coverage that may be advisable for its level of operation. Coverage might include: loss of inventory and other property in case of fire or theft; business interruption; security bonding; coverage for actions taken by board members or staff; employment-related claims, owned and non-owned vehicles; event insurance; and natural disasters, such as earthquake or flood. A catastrophe, such as a forest fire that not only destroys a facility but also discourages visitation for months or even years later, can prove disastrous to a business that does not have adequate insurance. And a costly lawsuit, even if it's a false claim, affects the association's ability to fulfill its obligations.

3. Reserves

- a. A prudent business operation sets aside a reserve fund to cover operations if something goes awry. It is sometimes difficult for agency personnel to understand that an association may need to limit donations or curtail activities while building a reserve fund.
 - (1) Failure to accumulate adequate cash reserves can result in an association's inability to continue to operate at a time of economic downturn or natural disaster.
 - (2) Setting aside reserves also enables an association to take advantage of an unforeseen opportunity or to complete a long-term project.
- b. The association should consult its accountant to determine an appropriate level of reserves for its operations and tax-exempt purposes. Reasonable operating reserves are a good business practice and a responsibility of the association's board of directors.

4. Budgeting

An annual budget is an essential tool for sound business management. Not only does it help all parties involved to see the cost of general operations and appropriate reserves, but it also becomes a planning tool for reaching partnership goals. As part of the association's budgeting cycle, the partners should discuss future projects, donation goals, and activities that could affect an association's operation or finances—either negatively (such as closure of a facility) or positively (such as a major celebration or expansion).

H. Personnel

1. Sales operating staff

- a. The Operating Plan should describe the staffing for the sales operation agreed to by the cooperating association and the BLM.

- (1) BLM personnel are authorized to provide sales assistance to the public as part of their customer service duties, but the amount of sales assistance from any one BLM employee must be an incidental part of his or her duties.
 - (2) Determining whether the cooperating association will provide staff for the operation will depend upon the level of gross sales, the availability of BLM personnel, and the amount of sales activity compared to other visitor services.
 - (3) At times and locations where association employees are not available, BLM employees or volunteers provide coverage for the sales activities.
- b. Even when the cooperating association does provide staff, there will be times when BLM employees or volunteers will assist the sales operation. Such times include, for instance:
- (1) Association sales staff are away from their post;
 - (2) BLM hours of operation exceed the association's commitment under the agreement;
 - (3) During inventory or heavy sales activities.
- c. Associations generally provide a central business office to administer the sales operation and, as situations warrant, local facility managers and/or sales staff. In remote or low-volume areas, however, the level of sales activity may not cover the expense of staffing.
- d. The Assistance Agreement should be flexible enough to allow the BLM manager to assign personnel for sales activities as circumstances warrant.
- e. Staffing levels should be reviewed at least annually.

2. Hiring personnel and supervising

- a. Whether the employees are personnel of the cooperating association or of the BLM determines who supervises and evaluates their performance.
- b. An Assistance Agreement may allow the BLM to give money to a cooperating association to hire association personnel for programs or services identified in the specific Task Order(s).
- c. It is possible for association money to be used to hire BLM temporary personnel for a specific project funded by the association. However, cooperating associations cannot pay the salaries of full-time, permanent Federal employees.

3. Association personnel

- a. Cooperating association personnel should be clearly identified as association employees when they are staffing a sales outlet or providing other service functions for visitors at a BLM facility.
 - (1) They should wear easily identified evidence of their association affiliation, such as an association name tag, vest or shirt with association logo, or a distinctive association uniform.
 - (2) No association employee shall wear a BLM or other Government uniform.
 - (3) Association personnel are not Government employees and are not authorized to undertake any Governmental function or activity beyond routine visitor information services and participation in interpretive programs.
- b. Cooperating associations determine the pay rate, terms of employment, and benefits for their employees.
- c. Associations also have the responsibility to evaluate the performance of their employees.
 - (1) If supervisors are not at the same location as the employees, the BLM may, upon the association's request, provide feedback regarding the performance of association employees.
 - (2) Because of the sensitive nature of some personnel issues and the importance of maintaining a distinct separation between management of the association and the BLM, job descriptions and expectations should be clearly understood by all parties involved.

4. BLM personnel

- a. The Operating Plan for the sales activity includes the name of, or the process for designating, an official BLM contact for day-to-day liaison with the association's representative.
 - (1) The liaison's role is to represent the interests of the BLM and to provide cooperative assistance to the association. Such assistance may include, among other things, the sales operations, making periodic deposits, inventories, reporting, and record keeping for complying with the association's sales policy and guidelines.
- b. All responsibilities and work assigned to a BLM employee for association activities should be included in the employee's job description and job performance evaluation.

- c. In keeping with the association's responsibility for its business operation, the association assumes liability for any accidental loss of funds or materials that may result from a BLM employee's action (or inaction), as long as the activities are carried out in a manner consistent with the association's established procedures.

5. Training personnel

- a. Joint training and mutually agreed upon performance standards are essential to maintaining high-quality operations. Association employees who are involved in visitor contact should be knowledgeable about the BLM area, interpretive programs, visitor services, safety, and the mission of the BLM, as well as their specific duties for the sales outlet.
- b. BLM employees who assist in sales activities for associations should receive training on the purpose of cooperating associations, the particular association's operations at the BLM location, and its procedures for conducting and reporting sales and handling receipts.
- c. Training is also important for BLM managers and procurement personnel who need to understand the role and benefits of cooperating associations and the use of earned revenues. Whenever possible, the association and the agency should collaborate in developing and delivering crossover training to their employees.

I. Use of Government Vehicles

Cooperating associations may have incidental use of Government-owned or leased vehicles under a volunteer agreement, if the use is solely for work authorized under the Assistance Agreement or associated agreements. The following conditions must be met:

1. There is prior approval by an appropriate BLM official;
2. Driver has a current State driver's license;
3. Driver has signed a volunteer agreement with the BLM; and
4. Association has insurance to protect and indemnify the Federal Government in event of an accident.

The use of the Government vehicle must directly relate to the Government's benefit. For example, the association could request to use a government van to pick up wayside exhibit panels that were produced for BLM use, but it could not use the van to make regular check deposits at the local bank.

It is possible for the association to use a Government vehicle on a reimbursement basis. This would be arranged through the procurement office and included in the Assistance Agreement.

CHAPTER VII – Defining the Relationship: Interpretive Activities and Information Services

A. Publications and Other Interpretive Materials

Providing visitors with appropriate, high-quality materials not otherwise available is another important function of cooperating associations. Often this means producing a specific new product that the partners agree is needed. Interpretive and educational materials may be anything that increases the public's understanding of the BLM's programs or public lands and resources. Generally they are in the form of print publications, audiovisual media, exhibits, CD-ROMs, signs, or other outreach materials.

There are several ways for the BLM and an association to cooperate in producing such materials:

- The association contributes services and/or funding for a BLM-produced product.
- The BLM contributes services and/or funding for an association-produced product.
- An association produces a new product on its own, with BLM approval but without BLM funds or services.

1. Joint involvement in BLM interpretive and educational materials

- a. The BLM may enter into joint publication projects with a cooperating association either through a specific Assistance Agreement for that purpose or through Task Orders on the cooperating association master agreement. The agreement should describe the roles and responsibilities of the parties in the cooperative publication and the costs to be incurred by each.
- b. The procurement office can provide guidance about publishing with a non-Government entity. 44 USC 501 requires that all Federal Government printing be procured through the Government Printing Office. However, special authority in the 1992 Appropriations Act (Public Law 102-154) and years following allows the BLM to enter into contracts or agreements with private organizations to print BLM publications, provided that three conditions are met:
 - (1) The publication is jointly and cooperatively produced.
 - (2) The cooperator agrees to absorb at least half the cost of printing and distributing the publication; and
 - (3) The BLM determines that the private printer can meet Federal quality standards for Federal publications.

- c. BLM publications and printing personnel are responsible for ensuring that BLM publications meet Federal and Bureau publication standards. This includes:
 - (1) providing guidance in developing the agreement.
 - (2) reviewing material before printing.
 - (3) inspecting final products before distribution.
 - (4) being involved in press sheet inspections when necessary; and
 - (5) providing mailing lists to assure depository library and other mandatory distribution for BLM publications.

Such involvement is not required for publications that are privately published, even if BLM has contributed funding or services.

- e. The degree of joint involvement varies and is usually determined by the expertise and resources available from each party. For example:
 - (1) The BLM may produce “camera-ready” art for a publication that is printed through the association; or
 - (2) The association may produce the “camera-ready” art to BLM specifications and be reimbursed by the BLM for the cost.
- f. Cooperating associations may purchase BLM products for re-sale at cost or other discount.
 - (1) Prices are established at the State BLM level and vary from State to State.
 - (2) BLM does not allow an association to sell BLM-produced items that the Bureau distributes free of charge.

2. Association-produced collaborative materials

- a. Materials for public information or distribution that are developed or produced by the association under the Assistance Agreement must be compatible with the BLM’s mission, objective, and public image.
- b. Materials should be reviewed and approved by the BLM before production.
- c. BLM employees may perform all or part of the research, writing, layout, design, review, and editing work associated with a product that will be published by a cooperating association, provided that the BLM’s contribution does not exceed 50 percent of the total production cost. Where applicable, a statement that credits the BLM for its participation in the project should be included.

3. Materials produced solely by the association

- a. As an independent organization, a cooperating association may develop publications or other materials on its own, without BLM funding or contributed services. If intended for sale or distribution on BLM public lands or in other BLM-related facilities, however, the items require BLM approval.
- b. Here are some factors for associations to keep in mind when developing new products:
 - (1) BLM personnel should be involved early in the concept and development processes. Even if not considered joint projects, it is best if there is collaboration from the start.
 - (2) Although the purpose of the product may be site-specific, associations should consider the possibility of wholesaling the item to other markets. Sometimes a simple change in title or terminology can broaden the appeal of a publication. Expanding beyond a specific site to a region, for instance, can increase the market, which can affect design, quantity, and pricing.
 - (3) Use printing techniques and materials that support conservation principles, such as recycled papers and soy-based inks.
 - (4) Take care to obtain permissions and abide by copyright regulations for text, photographs, and graphics used from outside sources. Associations should copyright or trademark their own products to guard against unauthorized infringement of association rights and to protect the copyrighted work of others that might be included.
 - (5) When reprinting Government publications or audiovisuals, either in original form or with modifications, the association should obtain explicit permission to use any material included in the original, such as photographs and other illustrations. Do not assume that everything included in a Government publication or film is in the public domain.
 - (6) BLM personnel may be involved in developing association-produced materials during duty hours, providing the involvement is incidental to their official responsibilities, even when the items are produced solely by the association.

B. Interpretive Programs and Information Services

Cooperating associations provide important services by conducting and/or supporting interpretive activities that might not otherwise be possible. Programs to help the public to understand and enjoy public lands may be offered on- or off-site, with or without a fee. Examples include: working the information desk and other visitor information services, living history programs, guided tours, and field seminars.

1. Association's interpretive activities

- a. Interpretive activities engaged in or conducted by the association must be approved in advance by the Field Office manager, or designee, and covered in the Assistance Agreement.
- b. There should also be an operating plan that documents the details of the program, such as costs, schedule, staffing, equipment, frequency, maximum/minimum number of participants, accessibility issues, safety issues, ticket and fee arrangements, advertising, criteria for measuring and evaluating success, etc.
- c. Interpretive programs and activities provided by the association must meet BLM standards. Employees hired by an association for interpretive and information programs should have education and experience appropriate to the work.
- d. The partners should jointly agree on essential performance standards for visitor contact positions.
 - (1) Although the association is responsible for evaluating its employees, visitor contact positions are critical to the BLM's customer service responsibilities.
 - (2) The partners should cooperate to resolve any problems with association employees who hold these positions.

CHAPTER VIII – Other Types of Aid Through Associations

Cooperating associations exist to support an agency’s educational, interpretive, or scientific programs. This is primarily done through selling or otherwise distributing interpretive and educational materials that enhance visitor understanding of public lands. Increasingly, however, cooperating associations are augmenting that primary role with other types of aid. Aid, also called “donations,” refers to the tangible or intangible goods and services that cooperating associations provide for the BLM. This can take many forms—among them, in-kind services, equipment and materials, and direct funding through cash donations. The aid or donation must be in keeping with the purposes for which an association was established, as described in its articles of incorporation. The ultimate beneficiary of this aid is the public.

A. How Does BLM Share the Proceeds from Cooperating Association Activities?

In answering that question, it is important to keep these factors in mind:

- 1. The principal way a cooperating association supports the BLM’s interpretive and educational program is through the sales operation.**
- 2. The revenues earned belong to the association, to be distributed in accordance with its articles of incorporation and the policy of its board of directors.**
 - a. Most cooperating associations expect to share proceeds with the BLM.
 - b. An association’s procedures for handling aid requests and its track record for providing aid beyond the sales function may be considerations in whether the BLM chooses to enter into, or continue, an agreement with that group.
 - c. The staffing provided by associations for information services or to conduct interpretive programs is also a key type of support.
- 3. Aid funds can be used for many varied purposes.**
 - a. The funds can be used to develop interpretive publications or other interpretive media, such as audiovisual programs, exhibits, and curatorial services, as described earlier.
 - b. The funds can be used for developing and doing interpretive or environmental education programs, such as guided tours, living history programs, training and orientation programs, field seminars, artists-in-residence, or other residential programs.
 - c. The funds can also be used for educational or interpretive support, such as library services, and photography.

- d. The funds can be used to purchase equipment and supplies, such as cameras and film, binoculars, computers and software, provided the principal use is related to interpretation/education.

4. Determining an appropriate level and priorities for aid can be a challenge.

- a. Problems can occur if agency personnel do not understand the value of in-kind services provided by association sales operations or the costs of doing business, particularly for an association that has multiple locations.
- b. Generally, these problems can be resolved by having a clear procedure for planning and budgeting for aid and a clear understanding of the issues that affect association operations and distribution of proceeds.
- c. It also helps to keep in mind that the amount of funds available for aid will vary among associations and from year to year for a single association.

5. Limitations on the use of aid funds

- a. Cooperating association aid funds should be used to enhance BLM's interpretive and educational programs, in accordance with the association's chartered purposes.
- b. Within the broad category of interpretive and educational, however, there are some limitations due to Department of the Interior or Government-wide policies. Specifically, funds donated by a cooperating association should not be used in a manner that has the effect of augmenting Federal appropriations. For example:
 - (1) Donated funds cannot be used to fund Federal salaries, with the exception of temporary employees working on interpretive or educational programs, because using donated funds for uniformed agency positions would have the effect of augmenting the funds appropriated by Congress for salaries.
 - (2) Generally, donated funds are not used for paying for utilities, grounds-keeping services, building maintenance, or similar operating costs for Federal facilities, because that would appear to augment appropriated operating funds. There are exceptions, however, such as when legislation requires non-Federal cost sharing.
 - (3) Outside the limitations on Federal salaries and maintenance costs, there is a great range of appropriate uses for aid from cooperating associations.

B. Sources and Levels of Association Aid

1. Proceeds from sales and other activities

- a. Revenues from sales are the principal source of income for cooperating associations.
- b. Some associations also generate income from memberships, fees for services, and donations.
- c. The proceeds from sales can vary considerably from location to location and from season to season or year to year.
- d. In some cases, an association may be willing to operate a sales area at a break even, or even a loss, to provide a needed public service.
 - (1) Such operations must be subsidized by revenues generated from other sources or locations.
 - (2) Obviously, an association cannot operate at a loss overall, if it intends to stay in business.

2. Associations are businesses, and they must cover their operating costs before there are proceeds to be considered.

- a. As businesses, associations need to prepare for the future, which means building appropriate operating reserves.
- b. They also need to invest in new products and programs, if they are to remain viable.
- c. Associations must consider their costs for doing business.
 - (1) In general, the cost of goods sold by a cooperating association averages between 50 and 60 percent.
 - (2) Operating costs, including overhead and maintaining an adequate operating reserve, averages 20 to 30 percent of gross income from sales.
 - (3) The National Park Service, which has worked with cooperating associations longer than any other agency, produces an annual aggregate report of levels of aid for its cooperating associations. A national average of 17 to 21 percent of gross revenues goes into aid to parks. Most of the 17 to 21 percent comes from allocating a portion of the salaries of association employees who provide information services and the pre-publication costs of interpretive sales items. It is important to keep in mind that this is a National Park Service average.
- d. The amount that any one association gives and that any one area receives fluctuates significantly, and it is affected by many factors. For example, the following would be limiting factors:

- (1) subsidizing unprofitable sales areas
 - (2) being located in areas where operating costs are above average
 - (3) recovering from unprofitable years
 - (4) being newly established as an association or sales area
- e. Well-established associations that have diversified sources of income and lower operating costs may be able to donate a higher percentage of revenues than the average. However, reverses of fortune can affect the income of even well-established associations. Serious wildfires or gasoline shortages, for example, can reduce visitation and sales revenues for significant periods of time. For this reason, it is important to base aid on previous years' earnings and not on anticipated income.
- f. Setting an expected percentage of aid in a multi-year agreement does not take into account fluctuations in earnings, and it could have the appearance of augmenting Federal appropriations.

3. Determining an appropriate level of aid

Aid should be negotiated annually as part of jointly developing the Annual Plan, rather than in the Assistance Agreement.

C. Accepting Donations for the BLM

1. Authorization to accept donations

- a. FLPMA Section 307(c) gives BLM the authority to accept donations for the “management, protection, development, acquisition, and conveying of the public lands....” Individuals or organizations may make donations directly to the BLM, which go into a contributed funds account in the U.S. Treasury, “to be appropriated and made available until expended.”
- b. Cooperating associations may set up donation accounts for the BLM. Often donors are more willing to give to a not-for-profit organization than to the Federal Government, and cooperating associations can serve an important function in accepting donations on behalf of the BLM.

2. Federal employees are prohibited from soliciting donations; cooperating associations are not.

- a. As a BLM employee you may not solicit a potential donor.
- b. However, you may share your “wish list” of activities that could be undertaken with donated funds.

- c. You can also help educate potential donors on the value of public lands or particular programs.

3. Responsibility for donations

- a. Associations must keep records of donations.
- b. BLM personnel should help assure that donations are used for the intended purposes, the projects are completed in a timely way, and there is appropriate recognition and accountability to the donors.

D. Donation Boxes

1. Donation boxes in the visitor center, bookstore, and elsewhere on public lands can be important sources for discretionary funds.

- a. If the association manages the donation boxes for the agency, there should be an agreement that specifies that all of the donations go directly to the BLM site.
- b. There should be clear procedures for handling and accounting for the donations.
- c. A sign posted near each donation box should state in general terms how the contributions will be used.
 - (1) Stating that donations go to the BLM might encourage donations.
 - (2) It may prevent a legal challenge from an unrelated organization claiming the right to place a donation box on public lands.
 - (3) Without specifying how the monies will be used, the funds collected must be considered miscellaneous receipts of the U.S. Treasury.
- d. Information on projects that were funded through the donation box, such as an exhibit or particular artifact, helps visitors see how the money is used and how even small contributions can add up to significant purchases.

2. BLM employees cannot ask for donations to the box, but they can suggest the donation box if a visitor expresses interest in making a gift.

E. Determining How to Use the Aid

1. There are basically two methods for direct donations from the association to the agency:

- a. An association may purchase a product or service and give it directly to the agency.
- b. The association may donate funds sufficient to cover the cost of the BLM acquiring the product or service. For example: the BLM needs an interpretive sign. BLM personnel prepare the text and layout for the sign and take it to the

production-ready stage, but the BLM does not have the money to fabricate the sign. The cooperating association may (1) obtain the camera-ready artwork, arrange and pay for sign fabrication, and donate the finished product to the BLM; or, (2) the association may donate sufficient funds to the BLM to cover the cost of fabrication, and BLM personnel will produce the sign.

2. Special requirements if a contract is involved:

- a. If the outside product or service involves a contract, keep in mind that when the Government issues the contract, all Government contracting procedures apply, and the cooperating association cannot administer that contract.
- b. If the BLM and the cooperating association are jointly paying, or the association is solely paying for the product or service, the cooperating association may issue and administer the contract(s).
- c. If the cooperating association helped to prepare the contract, it cannot bid on that aspect of the project.
- d. Your contracts specialist can guide you through issues that might involve contracts related to cooperating association activities.

F. Processing Aid Requests

1. The association and the BLM should work jointly on a procedure for processing aid requests and setting priorities.

- a. Disagreements over the donation process are usually the result of the lack of a clear procedure for choosing among competing requests for aid.
- b. As noted earlier, aid should be based on the previous years' earnings, not on anticipated income.
 - (1) This allows for unforeseen changes that may affect income during the year.
 - (2) This usually results in a more orderly process for determining the use of donations.

2. Associations having multiple sites might have two levels of aid:

- a. Distribution of a portion of proceeds among individual sites.
- b. Contributions to the larger system, such as the State Office.

3. Even if the procedure is simpler for a site-specific association, there should be a process for setting priorities and matching the requests with available funds.

4. Funding priorities should be set on a predictable cycle, usually as part of an annual budgeting process.

- a. This helps the association manage its cash flow and provide the BLM with information on the funds available for approved projects.
- b. There should also be a process for reviewing interim donation requests.
 - (1) This enables the partners to act on unforeseen opportunities.
 - (2) This also provides for reallocating aid monies that for one reason or another will not be needed as originally proposed.

5. Donation requests should be reviewed by more than one person within the agency before submitting them to the association for consideration.

- a. Multiple reviews reduce the chance of pressure or bias affecting the decision of how aid monies will be used.
- b. This helps the association stay true to its purpose and helps the BLM to represent its sites fairly.

6. The most successful aid programs are those that operate like grant programs.

There are guidelines for submitting donation requests and a process for objective, consistent review. Requiring written proposals to justify the use of the aid monies, including a realistic timetable and budget, helps agency personnel think through the requests more carefully.

7. The BLM has a responsibility to ensure that association donations will be spent toward achieving agency goals and for the purposes requested.

Likewise, while the association has the right to spend its earnings as it sees fit, in the interest of good partnership, it should respect the agency wishes, as reflected in the list of the agency's priority requests.

CHAPTER IX – Fine-Tuning the Relationship

Cooperation is at the very core of the BLM's relationship with cooperating associations, as the name implies. Both the cooperating association and the BLM have responsibilities for ensuring that the partnership works effectively. Problems that do arise usually have roots in a lack of understanding of each other's priorities or in a lack of communication about matters that are of mutual concern. Taking positive steps to prevent these problems before they have a chance to occur is the best way to assure a productive and mutually beneficial relationship.

A. Joint Responsibilities

- 1. The Assistance Agreement identifies opportunities to review progress.**
 - a. The partners should meet annually to review operations and to undertake planning, revisions, approval, and other actions required to implement the agreement.
 - b. The Assistance Agreement establishes a framework for the overall purposes and long-range goals of the partnership. Applying this framework on a day-to-day basis is what really makes or breaks the relationship.

- 2. Ongoing communication and information exchange**
 - a. Understanding one another and working toward a mutual goal of public service are the most important steps in fine-tuning the relationship.
 - b. Information should flow not only between partners on site, but also vertically up and down their respective management lines to keep communication open.
 - c. Open and frequent communication not only helps identify and solve problems, it also helps the relationship grow. By frequent communication, the partners will learn more about one another and discover opportunities for greater collaboration.

- 3. Understanding the role of associations at all levels**
 - a. Every BLM employee who works on public lands where there is a cooperating association should know what cooperating associations are; how they serve the BLM and the public; and which specific association serves that area.
 - b. Personnel in procurement offices and at all management levels that are likely to deal with associations should have opportunities to learn about cooperating associations and how they differ from other types of groups that partner with the BLM. This can help resolve two frequent complaints from associations:

- (1) that BLM managers do not understand the business aspects of running an association.
 - (2) that BLM managers judge one association against another, particularly in terms of levels of aid, without understanding the reasons for differences.
- c. Likewise, association personnel and board members need to understand how the BLM functions, how decisions are made, what the priorities are, and how to accommodate one another's procedures and time schedules.
- (1) Training should occur not only at the site level, but also at higher levels.
 - (2) All new board members of an association should receive orientation to the BLM.
 - (3) There should also be periodic opportunities for the entire board to meet with BLM representatives.
- d. This information is particularly important for associations that work with more than one Federal agency.
- (1) Although cooperating associations have the same general parameters among all Federal public land management agencies, each agency's experience with associations is somewhat different.
 - (2) Knowing and respecting those differences can help the partners work together more effectively.

4. Participating in joint training

- a. The BLM and the associations share a responsibility for providing training, especially at the site level. Partnership training at other levels can be useful, too.
- (1) The Association of Partners for Public Lands, the National Association for Interpretation, and BLM's training centers can be helpful in providing venues and trainers for partnership issues.
 - (2) The most effective training brings the counterparts in the BLM and the association together for the same training curriculum.
 - (3) Joint training involves a commitment from both parties. It is the best way to avoid problems and to open up new opportunities for successful partnering.

5. Agency participation in association activities

- a. The cooperating association should always notify its BLM liaison of a forthcoming board meeting.
- (1) Participation at board meetings provides an opportunity for BLM officials to convey information that could affect plans and activities of the association.

- (2) It is also an opportunity for the association to communicate information that may affect its ability to serve the agency and the visitor.
- (3) This is especially important for a site-specific association where close collaboration between the association and the site's management is essential.
- b. For an association that serves multiple agencies and sites, it may not be practical to have BLM representation at all board meetings. In notifying agency representative(s) of upcoming board meetings, the association liaison should ask if there are specific BLM-related matters for the agenda.
- c. Copies of the minutes of the board meeting and any other pertinent information should be sent to the BLM representative(s) following the meeting.
- d. BLM participation on association committees, except for those related to association personnel and administration, is appropriate. Committee involvement is a way for BLM and association partners to work together on programs and to keep communication open.

B. Avoiding Problems

1. Take preventive measures.

- a. Even the strongest relationships can become strained at times. Avoiding problems before they occur is the best route to effective partnerships.
- b. There are two areas where friction is most likely to occur:
 - (1) The distribution of proceeds from association activities.
 - (2) BLM actions that affect the business operations of the association, such as closure of a facility.

2. Ways to avoid conflicts over distributions of funds:

- a. Providing training in the role of associations and the donations process.
- b. Discussing each of the partner's priorities.
- c. Discussing realistic timetables and goals for aid.
- d. Putting agreed-upon priorities and goals in writing to refer to when circumstances or personnel change.
- e. Sharing the decision-making about aid, such as a joint BLM-association committee for reviewing proposals and setting project priorities.
- f. Alerting the other partner as early as possible of any changes that affect aid.
- g. Respecting one another's position when expectations are not being met; and

- h. Suggesting compromises or alternatives if needed for reaching objectives.

3. Ways to mitigate issues that impact association business

- a. BLM failure to consider the business implications of its actions can create problems for the association. For example, the following situations can result in reduced visitation and lost sales:
 - (1) Closing a visitor facility for renovation.
 - (2) Changing traffic patterns.
 - (3) Restricting parking areas; or
 - (4) Adding or increasing entry or program fees.
- b. Seeking ways to mitigate the situation will be important for maintaining the stability of the partnership. For example:
 - (1) Provide as much advance notice of changes as possible.
 - (2) Be realistic about the time that business may be interrupted or otherwise affected.
 - (3) Involve the partners in deciding if interim steps should be taken. Will a facility be closed long enough, for instance, to justify creating a temporary facility?
 - (4) Work together on a public information program to help visitors understand the change and, if appropriate, provide visitors with alternative services.
 - (5) Encourage staff to promote the association's sales operation, Web site, and/or other programs as a source for information and to build new business.

4. Try to resolve problems directly.

- a. Remember, the relationship with a cooperating association is intended to be a long-term partnership. If a problem does arise, it is important to try to solve it directly with the cooperating association partner.
- b. Few things undermine a relationship faster than having a partner hear negative comments from a third party, or having a problem escalate to higher levels before the immediate parties have a chance to resolve it.
- c. There is always room to improve partnership skills. You can find guidance from many sources. See the list of information sources in the Appendix.

C. Changing or Dissolving a Partnership

- 1. Either party may ask to modify one or more provisions of the agreement.**
- 2. The parties may decide that it is mutually beneficial to end the relationship.**
 - a. Termination does not necessarily mean a failure. For instance, an association may decide that it is overextended in trying to manage the operations at a particular site, or the agency may determine that it cannot provide the facilities or personnel originally offered for the operation.
 - b. In the event an agreement is terminated, the parties need to decide what will happen to the merchandise on hand and other tangible or intangible property, such as copyrights.

CHAPTER X – Expanding the Role of Cooperating Associations

In an environment of increasing emphasis on partnerships and sensitivity to customer service, associations are expanding programs to generate new sources of revenues and respond to the BLM's needs. They may find that depending solely on sales operations on BLM public lands is too limiting for long-term growth and service. As long as new activities are within the association's chartered purposes and are consistent with its service mission, the BLM should be open to the possibilities and opportunities for new ventures.

The examples described below represent some of the ways in which cooperating associations have expanded beyond their traditional roles of book sales and interpretive media.

A. Fee for Service Programs

1. Fee interpretation

Beyond the basic interpretive service programs that most cooperating associations provide, some associations have developed additional programs that are supported by user fees. The fees offset the expense of operating costs, provide for specialized interests, and, when necessary, control usage. For instance, limiting access to a fragile resource area by charging a fee for a guided tour may be as important in terms of safety and resource protection as for financial reasons.

Example: At Chimney Rock Archaeological Area in Pagosa Springs, Colorado, the public can access an important prehistoric site only by tours. The cooperating association provides guided tours that the BLM does not have sufficient staff to provide.

2. Fee-based training offered by cooperating associations

Fee-based training is a relatively new niche being filled by some cooperating associations. When agencies do not have funds or staff to provide certain types of training, cooperating associations can address the need. Such training programs provide a service that ultimately benefits the public land management agencies and the public. Proceeds defray costs and generate additional income for the development of other programs.

Example: San Juan Mountains Association, in cooperation with San Juan National Forest, offers a workshop on wilderness research, planning and monitoring, trail maintenance, partnerships, and other topics. The Wilderness Ranger Workshop in Durango, Colorado, attracts wilderness rangers and volunteers from across the United States.

Example: Canyonlands Natural History Association, in cooperation with several public land management agencies and other partners, sponsors the Colorado Plateau Professional Guide Institute in Moab, Utah. Designed for guides in biking, river, horse, jeep, and air tour businesses, the institute improves the knowledge and teaching skills of guides and outfitters who interact directly with the visiting public. The curriculum includes public lands and management, natural and cultural history, ethics and minimum impact, and communication.

B. Environmental Education/Community Outreach

1. Cooperating associations can help agencies expand public outreach and environmental education programs.

- a. An association might charter buses for school field trips to a site or organize environmental education projects or internships for students.
- b. An association might have a volunteer corps to assist in classroom or outreach projects.

Example: Red Rock Canyon Interpretive Association uses volunteers to extend educational outreach. The association prepares teacher packets of materials and trains teachers to lead their own classes through the public lands. This allows more classes to learn from the site than the BLM or association personnel could meet with directly.

Example: The Greater Arkansas River Nature Association (GARNA), a regional cooperating association dedicated to promoting interpretation and environmental education in Colorado's Arkansas River Valley, also assists schools in its area. The association donates books to support teacher training courses in environmental education through a cooperative effort of multiple Federal and State agencies and local school districts.

- c. Cooperating associations can provide environmental education outside the schools as well.

Example: The San Juan Mountains Association, which serves both U.S. Forest Service and BLM areas, publishes newspaper supplements on local resource issues. One supplement, "Living with Elk," for example, focuses on the challenges local residents face in living within prime elk habitat. Another provides information on the problems created by the spread of noxious weeds in local communities and offers prevention and control recommendations. These newspaper features are widely used in local schools as well. Such topics also lend themselves to public service programs on local television and radio, which the association participates in as part of its community outreach.

Example: Trail Tenders, Inc., is a volunteer association for the Oregon Trail Interpretive Center in Baker City, Oregon. In addition to greeting and assisting the public in the visitor center and staffing the visitor center shop, volunteers provide public contact on trail patrols. The volunteers also provide interpretive programs, living history demonstrations, theater productions, and other activities.

Example: Public Lands Information Centers, operated by the Public Lands Interpretive Association (PLIA) in BLM State Offices in New Mexico and Arizona, are another example of successful public outreach. The centers are one-stop shopping locations where people can obtain information about recreational opportunities on all public lands in the State or region, purchase passes, permits, maps, books, and other interpretive materials, participate in educational programs, and learn responsible use of the lands in public ownership. PLIA carefully selects and trains the managers of these centers in customer service, agency background, and knowledge of public lands.

C. Organizing Special Events

Special events can help communicate the values of the public lands as well as build public interest and involvement. Cooperating associations often play a major role in organizing these events. Associations have the flexibility to obtain financial sponsors, sell tickets, purchase materials, hire speakers/presenters, involve volunteers, and function in other ways that would be difficult for agency personnel.

Example: Red Rock Canyon Interpretive Association sponsors an artist each year to create an original work of art for Red Rock Canyon. The association exhibits the completed art in a special event at the visitor center and sells products based on the original work, such as postcards and posters, to benefit the interpretive program. As part of its community outreach, the association also sponsors an annual Harvest Festival, which draws several hundred children for a day of interpretive activities.

Example: The Greater Arkansas River Nature Association organizes an annual tree planting project. GARNA obtains financial sponsors and volunteer labor and purchases native trees and planting materials. The BLM and Colorado State Parks, partners in the project, provide tools and supervision at the planting sites. This Arkansas River “Green-up” project is held in conjunction with the annual Arkansas River “Clean-up,” and volunteers pick up litter as well as plant trees along the river front.

Example: For several years PLIA and the Bureau of Land Management have staged successful interagency National Public Lands Day (NPLD) celebrations in Arizona and New Mexico. Coordinated through the managers of the association’s Public Lands Information Centers, located in BLM State Offices in those States, the events have included public lands fairs in downtown Phoenix and at the BLM State Office in Santa Fe, trash cleanup at Cochiti Lake in New Mexico, and trail maintenance on BLM lands in both States.

D. Fee Collection

The BLM can contract with a cooperating association to collect fees on the Bureau's behalf. By using an existing operation, BLM has a cost-effective way to collect the entry fees, and the management fee that goes to the cooperating association helps to support interpretation and education programs.

Example: When the BLM began participating in a legislated Fee Demonstration Project that authorized entry fees for access to certain public lands, Red Rock Canyon Interpretive Association entered into an Assistance Agreement with the BLM to collect the fees at Red Rock Canyon. In this case, the BLM pays for the costs of collecting the fees, plus a management fee based on a percentage of the total fees collected.

Example: PLIA offers the convenience of on-line ordering of recreation (fee demo) passes on its Web site (www.publiclands.org) for several BLM areas in New Mexico and for several Federal fee demonstration areas managed by other agencies in other States. The association retains 10 percent of the fees collected.

E. Grants and Fundraising

1. Cooperating associations can obtain and manage grants.

There are advantages to working with cooperating associations on grants:

- a. Grant sources may be more willing to give a grant to a not-for-profit organization than to a Federal agency.
- b. Grant-givers like to see a partnership or cost-sharing component.
- c. Associations can use their other resources to leverage grant funds for greater effect than the agency could do alone.

2. In the best of these arrangements, the BLM and the cooperating association agree on the project and jointly develop the proposal.

The cooperating association receives and administers the grant and has the flexibility to contract for services. The BLM develops the contract specifications and monitors the work. The partners share the reporting and recognition components. In this way, the grant project benefits from a strong partnership with a community-based group and flexibility in contracting for goods and services.

Example: PLIA has administered several grants from the Colorado Historical Society for the BLM's Anasazi Heritage Center. One of the grants funded the award-winning CD-ROM "People of the Past" which PLIA then produced for wide distribution.

3. Fundraising must support the missions of the cooperating association and the BLM.

- a. As with other aspects of their relationship, the BLM and the cooperating association must be in accord on the nature of the project and their respective roles. The projects for which an association seeks grants or other funds must be appropriate to its chartered purposes.
- b. If the cooperating association has a proactive fundraising program for BLM public lands or projects, it takes on a traditional “friends group” function. Unlike a friends group, however, which can raise funds for any purpose, cooperating association fundraising must be in keeping with its chartered purposes. Donations to a cooperating association on behalf of the BLM must be used for interpretive or educational purposes that have been approved by the BLM. Beyond that limitation, cooperating associations have great flexibility in soliciting and accepting donations.
- c. Moving from the stage of accepting donations or making an occasional donation request to developing an active, sustainable fundraising program should be considered carefully, and with professional guidance.
 - (1) The decision to move from a cooperating association function to a fundraising function may require changes in board and staff expertise.
 - (2) Sustaining a successful fundraising program is not easy and may dilute the association’s primary role of public service.

F. Membership Programs

1. Cooperating association members can be an important constituency for the BLM.

As a cooperating association seeks to expand its activities and base of support, it is natural to consider developing a membership program for which individuals or corporations pay a fee to join. Members join to support a cause or interest, or to receive discounts, premiums, or other incentives. Members will come and go, but the dedicated ones can become an important constituency for the association and for the BLM.

2. Consider the costs/benefits before starting a membership program.

Members can become valued sources for volunteers, funds, and other support. On the other hand, developing a viable membership program involves direct and indirect costs and can require considerable management time. Associations that are interested in starting a membership program should seek guidance from experienced associations or others in the not-for-profit sector.

G. The Issue of Lobbying and Advocacy

As private nonprofit, tax-exempt corporations, cooperating associations are subject to State and Federal rules and regulations that restrict lobbying and/or advocacy. As 501(c)(3) organizations, associations are prohibited from advocacy by the Internal Revenue Code. But associations can lobby, subject to IRS limitations.

1. The terms “lobbying” and “advocacy” are not synonymous.

- a. For IRS purposes, “lobbying” is defined as taking an action with respect to acts, bills, resolutions, or similar items by the Congress, any State legislature, any local council or other governing body, or by the public in a referendum, initiative, constitutional amendment, or similar procedure.
- b. “Advocacy” is defined as the participation or intervention (including the publication or distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office.

2. The cooperating association and the BLM relationship should be mutually beneficial.

- a. Cooperating associations receive logistical support from the BLM and benefit from operating in BLM facilities. The relationship should remain mutually beneficial and cooperative.
- b. Taking public positions on issues related to the agency could undermine the association’s primary purpose of assisting the educational and interpretive activities of the BLM.
- c. This does not prevent associations from commenting on BLM plans or policies through the public involvement process. Nor does it prevent individual association members, employees, or directors from expressing their opinions regarding BLM actions and policies as concerned private citizens.

3. There is an important distinction between friends groups and cooperating associations regarding advocacy.

Friends groups can organize without having an official relationship with the BLM and without the restrictions that apply to 501(c)(3) organizations. They can take advocacy positions pertaining to BLM programs. By contrast, cooperating associations can not as an organization take an advocacy role because of IRS regulations and the cooperative relationship with the BLM.

H. Considerations in Expanding Services

As cooperating associations become more sophisticated and see examples elsewhere in the not-for-profit sector, they may find more ideas for expanding services, such as land holding, trusts and endowments, funds management, for-profit subsidiaries, etc. As long as an association adheres to its charter and the legal requirements of the State in which it is incorporated, it has all of the rights of any not-for-profit corporation to pursue an enterprise.

1. When BLM approval is not required:

As an independent entity, the cooperating association is not required to have BLM approval for services that do not directly affect the BLM. In the interest of good partnering, however, the association should consult with the BLM and have a clear understanding of the purposes for the expansion.

2. When BLM approval is required:

Any activity that is done in the name of BLM or the public lands it manages, such as a fundraising event for a BLM area, does require BLM approval and a written agreement.

3. Questions to ask before expanding the scope of a cooperating association's activities:

- a. What are the expectations for the expansion?
- b. What is BLM's role? What is the association's role?
- c. Do existing agreements support the new roles or tasks the association is undertaking?
- d. Are updates or other changes in the agreements needed?
- e. Are managers supportive of the changes?
- f. How will the expansion affect existing programs?
- g. Are the benefits worth the costs?

CHAPTER XI – Conclusion: Making the Most of Your Partnership

A. Commitment

The BLM has a mandate to manage public lands so that both present and future generations of Americans can use and enjoy them. The BLM's management responsibilities include encouraging the recreational use of these varied natural and cultural resources, while at the same time protecting the values of the resources.

1. The BLM addresses these dual responsibilities through interpretation.

Interpretation is a voice for all the resource management programs within the BLM. In recent years, we have become more aware of our accountability to the American public, and the voice of interpretation has become louder. Its role for the BLM is expressed in the vision statement for the BLM's interpretive program, published in 1999:

The BLM's interpretive program fosters an appreciation for the resources and an understanding about the relationships between people and the public lands. Interpretation communicates how the BLM manages resources and provides opportunities for public use. As a result of BLM's interpretive program, the public will be more environmentally responsible while enjoying their public lands.

2. Our principal partners in this effort are the cooperating associations that are chartered specifically to assist the BLM in our mission.

3. This Handbook describes the opportunities in working with cooperating associations.

While specific details of these partnerships vary, they have one thing in common: the goal of public service.

- a. The success of the BLM's partnerships with cooperating associations will depend upon our shared commitment to that goal. We work together to enhance the public's enjoyment, understanding, and appreciation of BLM's public lands.
- b. The many successes of these cooperative relationships show their value in providing services that the BLM could not do alone. BLM leadership encourages those who work with cooperating associations to develop and nurture these partnerships.

B. Networking

1. The field of cooperating associations is growing.

All of the Federal public land management agencies and many State agencies now have examples of partnerships with cooperating associations. Most of the associations serve multiple sites and some work with more than one agency.

2. This growing network is a valuable resource for information and ideas.

Cooperating associations and the agency personnel who work with them are generally very willing to share information. It is likely that someone in this network will have experience with an issue or situation that you have questions about.

3. Our issues are not unique.

Many of the situations faced by associations and their agency partners are generic to the not-for-profit field. Contact with other organizations through conferences, professional meetings, Internet research, community service agencies, etc. can help you learn from the experience of others.

C. Sources for Help

The appendices to this *Handbook* suggest models and additional sources for information. This is a growing field, and information will change. As you learn of changes or have your own ideas to share, submit them to the National Lead for Interpretation for future *Handbook* editions.

1. Within the Agency

The office within the BLM that is responsible for this *Handbook* and for coordinating other cooperating association activities is the National Lead for Interpretation, currently located in the BLM Colorado State Office in Lakewood, Colorado. Your State procurement office can also be a helpful resource, particularly for questions pertaining to agreements.

2. Outside the BLM

- a. As indicated above, other Federal and some State public land management agencies also work with cooperating associations.
- b. Many of the associations are members of the Association of Partners for Public Lands (APPL).
 - (1) APPL is the national not-for-profit umbrella organization established specifically to assist cooperating associations and other nonprofit support groups in their partnerships with public land management agencies.
 - (2) The training, publications, and other services provided through APPL are geared especially to enhancing the ability of agencies and associations to provide interpretive and educational services to the public.
 - (3) APPL publishes a directory of member associations and a Web site to facilitate communication among associations and agency liaisons.

- c. Other national organizations, such as the Museum Store Association and the National Association for Interpretation, also provide professional literature and training relevant to improving partnerships and operations. See the Appendix for information on these and other helpful resources.

GLOSSARY OF TERMS

Annual Plan: an agreement by representatives of the Bureau of Land Management (BLM) and a cooperating association that outlines the goals and objectives the partners expect to accomplish in the coming year.

Assistance Agreement: a cooperative agreement or grant that allows the BLM to exchange funds or other value with a non-Federal entity when the primary purpose is to provide public support or stimulation rather than to acquire goods or services for the “direct benefit or use” of the Government. This document reflects mutual benefit. It is used to define the project work, terms, and conditions with a cooperating association to enhance public knowledge and appreciation of public lands through sales and other interpretive activities.

Assistance Officer (AO): the person authorized to execute the Assistance Agreement, issue Task Orders, and obligate funds on behalf of the BLM. The AO is responsible for enforcing the provisions of the agreements and modifying or terminating the agreement and its related Task Orders, as appropriate.

Assistance Representative (AR): The person authorized to administer the technical aspects of the Assistance Agreement and individual Task Orders on behalf of the BLM. The AR is authorized to review and approve work that is within the scope of the agreement, but the AR is not authorized to modify the agreement.

BLM: the Bureau of Land Management, an agency of the United States Department of the Interior.

CFR: Code of Federal Regulations. A publication that codifies the rules and regulations published in the *Federal Register* by the Executive Branch of the Federal Government and that carry the force of law.

Cooperating Associations: not-for-profit, non-government organizations established to supplement or otherwise support the interpretive, educational, and/or scientific efforts of public land management agencies (also called Interpretive Associations).

FLPMA: Federal Lands Policy and Management Act, the 1976 Organic Act for the Bureau of Land Management.

Fiscal Year (FY): a twelve-month accounting period, usually the Federal fiscal year that begins October 1 and ends September 30. If a cooperating association has a different fiscal year, the Assistance Agreement specifies which accounting/reporting period applies.

Interpretive Association: another name for cooperating association as defined above.

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OMB Circular: the Office of Management and Budget circular(s) that are normally published in the *Federal Register* to establish principles and administrative procedures and requirements. OMB Circulars A-102 and A-110, published as Department of the Interior Agency regulations, are found at 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs.

Operating Plan: a supplement to a Task Order, detailing the site location and plan for a cooperating association operation. This document defines the day-to-day procedures for the sales outlet or other activities, including such specifics as the list of merchandise to be sold, hours of operation, and standards of service.

Site-Specific Operating Plans: a supplement to an Assistance Agreement that gives details on the day to day operations.

Scope of Sales Statement: a planning document that describes the primary and subsidiary interpretive themes for a site and provides guidance for the selection of an appropriate product line for the sales activity.

Statement of Work, or Scope of Work: the part of the Task Order that specifies the work to be accomplished.

Supplemental Agreement: an addition that expands or modifies the Assistance Agreement. For example, a Supplemental Site Agreement specifies the site(s) covered by a Statewide master agreement. Supplemental Agreements may also be used to specify activities beyond the normal scope of the Assistance Agreement, such as hiring interpreters for an educational program, conducting a fundraising campaign, or constructing a permanent structure on Federal property. If a Supplemental Agreement is unfunded and supplements a master agreement, it is issued under the cover of a modification to the master agreement. If the Supplemental Agreement is funded and supplements an existing Task Order, it is issued under the cover of a modification to that Task Order.

Task Order: the instrument used by the Assistance Officer to authorize tasks and expend funds for specific services or work to be accomplished under the Assistance Agreement.

UBIT (Unrelated Business Income Tax): a tax on income earned by a tax-exempt organization from activities conducted for reasons other than the its exempt purposes.

ILLUSTRATION 1 – Model Agreement

The following Statewide master agreement provides a model for the general provisions of a partnership between the BLM and a cooperating association. Such a master agreement is supplemented by details in specific site agreements.

As described in Chapter V, a Statewide master agreement can facilitate developing future agreements with a cooperating association that has multiple operations in a given State. The provisions are similar for Assistance Agreements that cover the operations of site-specific cooperating associations.

This model is for guidance only and should not be considered all-inclusive. Copies are available electronically from the National Lead for Interpretation and can be customized by inserting applicable association and State or site names and making other changes as needed.

I. Statement of Joint Objectives

- A. *Purpose.* This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, [insert State name] State Office (BLM), and the [insert association name], a non-profit organization under Section 501(c)(3) of the Internal Revenue Service Code, acting through the Chairman of its Board of Directors or the Board's designee.

This is a Statewide master cooperative agreement covering general conditions for all joint BLM and [Association name] operations in [State name]. Supplemental Site Agreements for each site, management area, or administrative unit will be developed with [Association] detailing the particular site conditions and objectives for annual sales outlet operating plans. Supplemental Site Agreements shall be approved by either the State Director or the District Manager. Supplemental Project Agreements for services for special projects may be developed detailing specific objectives, products, and services for special projects not associated with a specific BLM facility. Supplemental Project Agreements shall be approved by the State Director or District Manager, as appropriate.

- B. *Objective.* This agreement provides for educational and interpretive services, including the sale and production of interpretive and educational materials, to enhance the public knowledge and appreciation of BLM's role in the management of public lands, including recreation and cultural resources; cooperating services for sale of materials of interpretive and educational value; and cooperating services for research and development of materials of interpretive and educational value.
- C. *Authority.* The Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b)). Omnibus Consolidated Appropriations Bill of 1997, P.L. 104-208.
- D. *Benefits.* The public benefits by having useful, informative, and educational materials to help them enjoy and become more knowledgeable and appreciative of the recreational/cultural resources on public lands under BLM's jurisdiction. [Association name] benefits by helping further its goals of providing information and educational materials to the general public in support of BLM's goals. BLM benefits by enhancing public awareness of its role and mission in managing public lands and cultural resources within the State. Proceeds from this endeavor will also enable [Association] to carry out further interpretive and educational projects.

II. Definitions

- A. *Agreement:* means this cooperative agreement.

- B. *Assistance Officer (AO)*: means the BLM’s Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify, or terminate the agreement or any TO thereto. The AO is responsible for issuing TOs, monitoring the agreement and TOs for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement or any TO thereto, and closing out the agreement.
- C. *Assistance Representative (AR)*: means the BLM’s Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work that is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.
- D. *Assistance Ordering Officer (AOO)*: means the BLM’s Assistance Ordering Officer. The AOO is an individual authorized by the AO to issue TOs against this agreement. The AOO is responsible for obligating the funds, monitoring for compliance, enforcing the provisions, issuing timely performance and payment approvals, modifying, terminating, and closing out the TO. The AOO is not authorized to issue changes or in any other way modify this agreement. A Project Inspector may be appointed by the AOO for the TO.
- E. *BLM*: means the Bureau of Land Management. May also be referred to as the Bureau.
- F. *CFR*: means Code of Federal Regulations.
- G. *Fiscal Year (FY)*: means the Federal fiscal year, which extends from October 1 of one year through September 30 of the following year.
- H. *Not-to-Exceed (NTE) Amount*: means the maximum Federal funding amount.
- I. *OMB*: means Office of Management and Budget.
- J. *Operating Plan*: means a document approved annually by either the State Director (State Office) or the District Manager (District Office) or designee, which defines the day-to-day operations of individual sales outlets, such as a list of merchandise to be sold, hours of operation, and standards of service. The Operating Plan will be incorporated by a modification to the task order.
- K. *[acronym for the association]*: means the [name of the association.] May also be referred to as recipient or cooperator.

- L. *Project Inspector (PI)*: means the BLM’s Project Inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site inspection of the work and for giving the [Association] representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.
- M. *Project Manager*: means the recipient’s Project Manager. The duties of the Project Manager will be to facilitate the implementation of the master agreement at all levels. Specific duties will be defined by the individual project.
- N. *Responsible Official*: means the recipient’s Responsible Official. The Responsible Official is the individual who is authorized to act for the recipient’s organization and commit the recipient to compliance with the terms and conditions of this agreement.
- O. *Supplemental Site Agreement (SSA)*: means an instrument that identifies each site or unit in which [Association] is authorized to operate a sales outlet. State Director approves implementing a sales outlet in the State Office. District Manager approves implementing a sales outlet in the District. No BLM funding is provided to [Association] under a SSA; however, the SSA will be incorporated into the agreement under a task order.
- P. *Supplemental Project Agreement (SPA)*: means the document which identifies any specific work to be accomplished, work schedules, roles and responsibilities, financial support, etc. SPAs shall be approved by the State Director or District Manager, as appropriate. This document will be incorporated into the agreement by issuance of a task order.
- Q. *Task Order (TO)*: means the order that is issued against the agreement to obligate funds for specific services or work to be accomplished. A task order will be issued to incorporate the SSAs and SPAs into this cooperative agreement.

III. Project Management Plan

A. The [Association] agrees to:

1. Facilities

- a. [Association] may use BLM facilities within the State of [name] for the sale of educational and interpretive items for the benefit of the visiting public. [Association] may redesign and renovate existing sales facilities as necessary, including renovation of display structures, furnishings, equipment, signing, display lighting, and lighting in the immediate sales area of the facilities, provided that all plans maintain the design and decor of the facility and are approved in advance by BLM, and the building owner if

required. Any renovations/alterations must be consistent with applicable space leases. Cost of such work shall be borne by [Association] and shall not be reimbursed by BLM.

- b. [Association] shall be responsible for ensuring the sales outlet facilities and stock are clean and orderly throughout the workday.
- c. [Association] shall exercise reasonable care to prevent damage to any BLM property used by it during its operation and shall, insofar as possible, protect all such property.

2. Sale Items

- a. [Association] may sell only interpretive and educational items, such as publications, maps, postcards, slides, posters, videos, handicrafts, and other objects directly related to interpretive and educational themes. This does not prohibit granting of a concession permit to [Association] authorizing the sale of other items. All of the items offered for sale are owned by [Association]. BLM authorizes program income to be used in accordance with 43 CFR Part 12, Subpart F, Section 12.924(b)(1)(2)(3) with no limits as indicated in (c).
- b. [Association] shall not sell original artifacts, such as potsherds or projectile points, to which the Antiquities Act of 1906 and the Archeological Resources Protection Act of 1979 would apply if discovered on public lands, notwithstanding whether such objects were in fact discovered on lands owned or controlled by the United States.
- c. [Association] is not by this agreement granted or denied the right to sell items, the sale of which would infringe on applicable contract rights of a concessionaire.
- d. [Association] shall maintain a high standard of quality in all items produced or sold.
- e. [Association] shall not sell any items that have not been approved by the State Director, District Manager, or their designee.
- f. [Association] shall sell items at fair market value. Such prices shall be approved in advance by the State Director, District Manager, or their designee.
- g. [Association] shall display the sale items in good taste and in keeping with the general design and decor of BLM's Administrative Unit.

3. Personnel

- a. [Association] shall provide such personnel as are reasonably necessary to operate the sales facilities as indicated by the level of gross sales. These personnel may include, as necessary, a central business office staff, local facility managers, and sales assistants. At those sales outlets where [Association] personnel are not utilized, or at times when [Association] personnel are not present, BLM personnel and volunteers may provide sales assistance to the public as part of their interpretive or reception desk duties.
- b. [Association] shall designate an [Association] employee who is authorized to act as liaison with BLM.

4. Operations, Records, and Accounting

- a. [Association] will provide and maintain the equipment necessary for daily operations. These items may include, but are not limited to, a cash drawer, calculator, cash register, and file cabinets.
- b. [Association] shall conduct its fiscal operations in accordance with accepted business practices, utilizing purchase orders, receipts, invoices, inventory reports, and equipment necessary to maintain records of daily operations.
- c. [Association] shall submit to BLM, annually within 90 days following the end of each Federal fiscal year, a complete financial report. The financial report shall be accompanied by an annual report of [Association] activities for the year.
- d. [Association] records are subject to review in accordance with 43CFR Part 12, Subpart F, Section 12.953.
- e. An Operating Plan will be prepared prior to the opening of the sales outlet and will be reviewed annually per Part III.C. of the agreement.

5. Interpretive Activities

- a. Interpretive activities engaged in or conducted by [Association] must meet BLM standards and be approved by the State Director, District Manager, or their designee.
- b. Publications and materials developed or produced by [Association] under this agreement for public information or distribution, will be compatible with BLM's mission, objective, and public image. Where applicable, publications shall include a statement that credits BLM for its financial assistance in development and will reference this agreement.

6. Printing of Interpretive Materials

- a. [Association] will publish pamphlets, brochures, maps, or other interpretive materials. BLM may provide the “camera-ready” art or reimburse [Association] for the preparation of such “camera-ready” art, which has been approved by the AR or other delegated BLM official. Specific requirements to be accomplished, as well as funding, will be issued under individual task orders under this agreement. Notwithstanding, 44 U.S.C. 501, the Bureau may, under cooperative cost-sharing and partnership arrangements authorized by law, procure printing services from cooperators in connection with jointly-produced publications for which the cooperators share the cost of printing either in cash or in services, and the Bureau determines the cooperator is capable of meeting accepted quality standards.

7. Acceptance and Distribution of Donations

- a. [Association] may accept donations from private individuals and corporations willing to promote the interpretive goals of this cooperative agreement. The donations will be used to fund interpretive projects that have been approved by either the State Director, District Manager, or their designee. Each project will be accounted for separately, in keeping with [Association] procedures and identified in accordance with the donor’s intent. Any donations received by [Association] promoting interpretive projects shall be managed and accounted for in accordance with 43 CFR Part 12, Subpart F, Section 12.923.
- b. Distribution of donations and aid will be in keeping with established [Association] bylaws and 43 CFR, Part 12, Subpart F, Section 12.923.

B. The BLM agrees to:

1. Facilities

- a. BLM shall provide [Association] with such sales areas and other facilities as are identified in each Supplemental Site Agreement and such other facilities as may hereafter be deemed necessary or desirable by BLM, provided that BLM reserves the right upon 90 days’ written notice to relocate any such facilities to meet the needs of BLM. BLM shall have access to all facilities, including the right to make surveys and inspections as the BLM deems necessary.
- b. BLM will provide janitorial services in the sales areas identical to those provided in comparable areas of the building.

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- c. BLM reserves the right to design and construct any new facilities that [Association] will be using, and shall allow [Association] to review and comment on any plans affecting the sales area to take advantage of [Association's] expertise and operations under this agreement.
- d. BLM shall provide [Association] with incidental utility services at the BLM facility, including water, electricity, heat, and air conditioning, to the extent these utilities are required for the operation of the building for Governmental purposes. All other utilities and separate telephone and fax services may be provided to [Association] as needed and will either be identified in the Operating Plan, or approved by either the State Director or District Manager or their designee.
- e. BLM shall provide all general maintenance and repair services for the Government-provided space and fixtures.

2. Sale Items

- a. BLM shall cooperate with [Association] in the planning and design of merchandise appropriate for sale by [Association] at the facility(ies) provided by BLM under this agreement.
- b. BLM will review and approve proposed or new publications or products for content and appropriateness.
- c. This agreement does not supercede existing agreements with other cooperating associations or groups nor does it prevent the BLM from entering into agreements with other cooperating associations or groups.
- d. BLM will process routine BLM permits, fees, and fiscal collection actions not related to interpretive and educational items.

3. Personnel

- a. In each SSA pertaining to a site or unit, the official BLM contact will be identified. The State Director or District Manager may designate another line manager as the official contact with [Association].
- b. The day-to-day liaison shall be appointed by the official BLM contact. This person's responsibilities may include maintaining contact with [Association's] representatives and assisting with sales operations, inventories, reports, and record keeping needed to comply with [Association] policy and guidelines.

- c. BLM personnel may provide coverage for sales areas when the BLM hours of operation exceed [Association's] commitment under this agreement or to augment [Association] operations during inventory, heavy sales activities, and during overlap activities. BLM staffing may include permanent, seasonal, and/or volunteer personnel.
- d. The role of BLM employees is to represent the interests of BLM and to provide cooperative assistance to [Association]. The scope of BLM employee responsibility shall be limited to planning and to review of sales. BLM employees will at all times comply with the Employee Responsibility and Conduct regulations of the Department of the Interior appearing at 43 CFR Part 20.

C. Joint Responsibilities:

BLM and [Association] will meet annually to review operations, to approve any operating plans, and to undertake planning, revisions, approval, and other actions required to carry out this agreement.

IV. Term of Agreement

- A. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect until [insert date; usually five years], unless terminated in accordance with the provisions of 43 CFR, Subpart F, Section 12.961.
- B. SPAs shall be issued under individual TOs contingent upon funds being appropriated. Any individual TO issued under this agreement shall become effective on the date of the AO's signature and shall remain in effect as outlined in the TO, unless terminated in accordance with 43 CFR, Subpart F, Section 12.961. If a TO is in effect as of the ending date of this agreement, the agreement shall remain in effect until completion of the TO.

V. Supplemental Site and Project Agreements and Task Orders

- A. BLM and [Association] agree to develop a Supplemental Site Agreement (SSA) for each site or unit in which [Association] is authorized to operate a sales outlet. The SSA may include several sites or facilities. The SSA, which is approved by the State Director or District Manager, will include, at a minimum, details of particular site conditions and a designated BLM contact for each site or unit covered in the SSA. The SSA will be incorporated into the cooperative agreement by TO.

- B. BLM and [Association] further agree that, by Supplemental Project Agreement (SPA), [Association] may offer additional educational and interpretive services. This includes assisting, planning, and conducting interpretive and educational programs, involving as needed, but not limited to, employment of interpreters, purchase of supplies and services, and sale of program products. SPAs will be approved by the State Director or District Manager, or their designee, and incorporated into the cooperative agreement by TO.
- C. Task Orders (TO)
1. Issuance. If any TOs are issued they will be issued in writing by the Assistance Officer and must be signed by both the authorized Responsible Official and the AO to be effective.
 2. Contents. A TO will contain:
 - a. The specifications or statement of work that will be performed under that specific TO.
 - b. A list of any deliverable items that are required.
 - c. Any necessary drawings and/or location maps.
 - d. The delivery schedule or completion time that has been negotiated based on the level of difficulty, site location, etc.
 - e. A NTE amount for the task, a budget, and recipient contribution.
 - f. Any other detail or information necessary.

VI. Financial Support

This is a Statewide master cooperative agreement covering general conditions for all joint BLM and [Association] operations in [name of State]. No funding or financial support is being provided under this basic agreement. Funding, if applicable, will be provided under individual TOs to this agreement.

- A. This agreement shall be funded by issuance of TOs based on the availability of BLM funding. The [Association] hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.
- B. Funds obligated for a specific TO but not expended in that FY can be carried forward and expended in the subsequent FY.

- C. TOs will specify the NTE amounts. The BLM shall not be obligated to pay for nor shall [Association] be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount specified in that TO.
- D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.923.
- E. Indirect costs for this agreement are not to exceed 15%.

VII. Payments

Payment will be made under individual task orders to this agreement in accordance with the following:

A. Electronic Funds Transfer Payments

1. Payment made under individual task orders to this agreement will be made by the Government by electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH)).
2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the recipient shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047
3. If a designation has been submitted to the BLM under a previous agreement, it is not necessary to complete another SF-3881 unless recipient is changing its designation of financial institution.

- B. The [Association] shall be entitled to reimbursement or advance payment at least quarterly upon submission of an original Request for Advance or Reimbursement, Standard Form (SF) 270 to the AO. All SF-270s submitted to BLM for reimbursement will be accompanied by itemized supporting documentation reflecting costs incurred against this project. Payments shall be governed by the provisions of 43 CFR Subpart F, Section 12.922 and 12.952.

- C. If advance payments are made, the [Association] must submit a Federal Cash Transaction Report, SF-272 to the AO within 15 working days following the end of each quarter.
- D. Advance payments shall be made only in amounts necessary to meet current disbursement needs and shall be scheduled so that the funds are available only immediately prior to their disbursement.

VIII. Property Management and Disposition

Any BLM materials (such as camera-ready artwork) to be used in any anticipated project, will be provided to [Association] by BLM as required or needed, and dependent upon availability of the materials to be provided. Any materials provided will remain BLM property, and upon termination of this agreement, or upon the request of BLM, the materials will be returned.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents, shall be governed by the provisions of 43 CFR, Subpart F, Section 12.931 through 12.937.

The United States of America, Department of the Interior, Bureau of Land Management, (DOI-BLM) will not be held liable for any property damage or personal injury resulting from the use of the Government-owned personal property, loaned to the cooperator under this agreement. The cooperator assumes responsibility for any and all property damage and personal injury resulting from the cooperator's use of said personal property, and further agrees to the extent authorized by law to save and hold harmless the United States of America (DOI-BLM) from any and all claims for such property damage and personal injury. The cooperator further agrees to reimburse the United States of America by and through DOI-BLM for any property damage to any Federally owned personal property, less normal wear and tear which may occur through the use of said personal property under this agreement.

BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C.1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

IX. Deliverables and Reports

No deliverables are required under this basic agreement. Individual task orders will state requirements such as place of delivery, duration of BLM review, or approvals as necessary.

Progress reporting requirements for TOs created under this agreement must be prepared in accordance with 43 CFR, Subpart F, Section 12.951 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns, and any other pertinent information.

X. Prior Approval

- A. Plans for the redesign or renovation of existing BLM sales facilities must be submitted to and approved by either the State Director or District Manager prior to beginning any such redesign or renovation.
- B. Hours of operation, standards of service, and merchandise to be sold shall be described in the Operating Plan, which is subject to approval by either the State Director, District Manager, or their designee before any sales are made.
- C. All [Association] employees involved in visitor contact shall be included in a BLM orientation training program by the Assistance Representative before assuming any responsibilities or performing any services.
- D. Proposed publications and materials to be developed under a task order, will be submitted to BLM prior to production for approval.

XI. Administration

Any specific administration standards, such as inspection and acceptance, will be outlined under individual task orders to this agreement.

XII. Key Officials

- A. Assistance Officer (AO)
[insert name and contact information for BLM Assistance Officer]
- B. Assistance Representative (AR)
[insert name and contact information for BLM Assistance Representative]
- C. Responsible Official/Project Manager
[insert name and contact information for Association’s Responsible Official]

XIII. Special Terms and Conditions

- A. An evident and distinct separation shall be maintained between the activities of [Association] and those of BLM. All steps shall be taken to avoid even an appearance that BLM directs the management or decision-making process of [Association].

B. [Association] personnel are not Government employees and are not authorized to undertake any Governmental function or activity on behalf of BLM beyond routine visitor information services and participation in museums and living history or like programs. [Association] employees shall not engage in activities which would reasonably lead the visiting public to conclude that they are Government employees. No [Association] employee shall wear a BLM or other Governmental uniform. All [Association] employees shall wear some easily observable and readily identifiable indication of [Association] affiliation when performing [Association] business in the BLM facility.

C. Indemnification and Insurance

1. [Association] shall indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of activity of [Association] in connection with activities under this agreement.
2. [Association] shall procure public and employee liability insurance with a minimum limitation of \$1,000,000 for any number of claims from any one incident, with respect to the activities of [Association] and its employees. The United States of America shall be named as an additional insured on all such policies. All such policies shall specify that the insurer shall have no right of subrogation against the United States for payment of any premiums or deductibles thereunder, and such insurance policies shall be assumed by, credited to the account of, and undertaken at the [Association's] sole risk.

D. [Association] Organization

1. [Association] Articles of Incorporation and Bylaws shall comply with requirements of the State in which {Association} is incorporated. Nonprofit status must be maintained in accordance with Federal and State laws, and [Association] will make available for inspection at the request of BLM, documents demonstrating nonprofit status. The agreement will automatically terminate if nonprofit status is lost, notwithstanding Section IV of this agreement.
2. BLM employees may participate as advisors (non-voting) to the Board of Directors of [Association]. BLM employees shall not represent [Association] in any matter before a Government agency or court in which the Government is a party or has an interest. When acting as [Association] Board Advisors, BLM employees shall not participate in any [Association] decision concerning the relationship of [Association] to BLM, including, but not limited to, executing or negotiating contracts, signing checks, or hiring or firing [Association] employees.
3. No BLM employee may be an officer, Board member, or employee of [Association].

E. No transfer or assignment of the agreement or any part hereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved by BLM and [Association].

F. Order of Precedence

Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; (e) all agreement sections, documents, exhibits, and attachments; and (f) all TO sections, documents, exhibits, and attachments.

G. Modifications

This agreement may be modified by written agreement signed by both [an Association] official and the Assistance Officer. Administrative changes (e.g., AO name change) that do not change the project management plan, NTE amount, etc., or otherwise affect the recipient may be signed unilaterally by the AO.

H. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms, and women's business enterprises.

I. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, NW
Washington, DC 20240

XIV. General Provisions

- A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.
- B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, is incorporated by reference.
- C. OMB Circular A-122, Cost Principles for Nonprofit Organizations, is incorporated by reference.
- D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.
- E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.
- F. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

- G. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 and 43 CFR, Part 12, is incorporated by reference.
- H. Pursuant to the Department of the Interior and Related Agencies Appropriations Act, be advised of the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

Recipient agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

I. Grant/Cooperative Agreement Provision

Recipient shall not use any part of the appropriated funds from the Interior and Related Agencies Appropriations Act, for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

J. Grant/Cooperative Agreement Provision

Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) that states or implies Governmental, Departmental, Bureau, or Government employee endorsement of a product, service, or position that the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award that refer to the Department of the Interior or any Bureau or employee (by name or title). The specific text, layout photographs, etc., of the proposed release must be submitted with the request for approval.

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A recipient further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a local government, or to a Federally recognized Indian tribal government.

Executive Order 13043, “Increasing Seat Belt Use in the United States,” dated April 16, 1997, requires the following: Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

APPENDIX 1 – Codes of Ethics for Cooperating Associations and Boards of Directors

As described in Chapter III of this *Handbook*, governance of tax-exempt organizations is a public trust. Members of boards of directors of cooperating associations should act responsibly and ethically in performing their roles. The Association of Partners for Public Lands offers the following guiding principles for cooperating associations and their board members.

Suggested Code of Ethics for Cooperating and Interpretive Associations

(Adopted by the Conference of National Park Cooperating Associations on March 24, 1995; incorporated into policies of the Association of Partners for Public Lands, June 7, 1998.)

These principles of professional conduct are established to guide cooperating and interpretive associations in relationships with the public, employees, partners, and other business professionals.

Associations influence the selection, organization, preservation and dissemination of information. Associations should be committed to assisting [insert agency name(s)] and their other partners instill public appreciation of the country's natural, scenic and historic treasures. Association boards and staff have a special obligation to ensure the development or provision of quality educational material and programs to meet this goal.

Recognizing the importance of our work, these principles should help guide associations in action. To promote and maintain high standards of conduct, APPL suggests that member associations affirm and support the following Code of Ethics for their organizations and the accompanying Code of Ethics for board members:

- Maintain a high standard of business principles. Be honest and impartial, and serve the public, employees, and others with fidelity;
- Maintain a high level of service to the public and private partners you serve;
- Abide by an association's bylaws, rules, regulations, and policies; comply with laws and regulations governing the practice of cooperating and interpretive associations;
- Do not engage in any activity that will bring discredit to the profession. Expose, without fear or favor, illegal or unethical conduct in the profession;
- Do not do business under a designation or business name that implies that such association is a branch of any federal government agency, or that misleads the general public into believing that it is some other type of business or business entity;
- Do not discriminate on the basis of race, religion, gender, age, disability, creed, lifestyle choices, or national origin in selection of vendors, selection of staff and board members, or in dealings with customers and the partners served. Furthermore, the organization respects the rights and dignity of others in its program offerings;
- Maintain a sufficiently strong financial position to assure the organization's continued operation;
- Do not accept or give any improper gratuities, gifts or favors that might compromise the actions and/or judgment of others;

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- Respect the rights, interests, and dignity of others, such as acknowledging all persons who contributed significantly to a project;
- Avoid circumstances where compromise of professional conduct or conflict of interest may arise;
- Hold paramount the protection of the environment and institute and follow policies to this end;
- Associate with organizations having for their objective the betterment of the profession and contribute time and funds to carry on the work of these organizations. Strive to increase the competence of your board and staff.

In relationships with other associations:

- Compete in a fair and honorable manner, respecting each other's rights in proprietary matters;
- Be responsive to, and mutually supportive of, colleagues and associates;
- Be continuously aware of ways in which an association can help fellow associations improve the operation of their businesses, when such help would not be detrimental to your association's organization.

Suggested Code of Ethics for Board Members of Cooperating and Interpretive Associations

(Adopted by the Conference of National Park Cooperating Associations on March 24, 1995; incorporated into policies of the Association of Partners for Public Lands, June 7, 1998.)

Elected or appointed members to the board have the responsibility to lead and govern the organization and, therefore, the obligation to do so through organized, skillful, unbiased, and courteous service.

As a member of this board, I will:

- represent the interests of this organization and all members and others served by this organization;
- conduct myself without consideration for my own personal advantage or for the individual advantage of my friends, supporters, or my own member associations;
- keep confidential information and board decisions and discussion private;
- approach all board issues with an open mind, prepared to make the best decision for the whole organization;
- do nothing to violate the trust of those who elected or appointed me to the board or of those members and related organizations we serve;

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- focus my efforts on the mission of the organization and not my personal goals;
- exercise authority as a board member only when acting in a meeting with the full board or as I am delegated by the board;
- refrain from voting on issues that may be perceived as a potential conflict of interest;
- refrain from furnishing opinions to members and others that could be perceived as legal advice toward a course of action;
- take adequate precaution to distinguish clearly in action and statements between personal philosophies, attitudes, and views and those of the organization.

Signed [name of Board member]

Date

APPENDIX 2 – The Importance of Independence: Ethics and FACA Considerations

In the 1980s, the Department of Justice determined that it was a conflict of interest for an officer or employee of the Executive Branch of Government to participate “personally or substantially,” in matters in which he or the organization or agency he is serving has a financial interest. The conflict of interest statute, Title 18, U.S. Code, Section 208(a), was interpreted for Department of the Interior employees in Ethics and Conduct Information Bulletin 87-1, issued by the Secretary of the Interior on October 19, 1987.

This ruling required changes for any cooperating association that had agency personnel making management or board decisions. There is no doubt that the financial interests of a cooperating association are directly affected by decisions made by agency employees. For instance, BLM staff approve or disapprove of sales facilities, hours of operation, and particular books or other items that the association can sell at the BLM facility. It is, therefore, important for association and agency personnel to avoid any action that suggests a conflict of interest between a Federal employee and/or agency and a non-Government entity with which the agency conducts business.

Any BLM employee who has the potential to affect association operations as part of official duties must be sure that all actions are free from *even the appearance* that the association seeks to influence the employee through favors or gifts, or that the employee may benefit financially through decisions he or she makes. This Appendix section includes a list of some basic ethics rules for Department of the Interior employees. If in doubt about whether an action could result in a conflict of interest situation, consult your ethics officer.

In addition to ethics regulations for Federal employees, you should also be familiar with the Federal Advisory Committee Act (FACA), 5 U.S.C.A. App. 2 (86 Stat.770, as amended). FACA was enacted October 6, 1972, to reduce narrow special interest group influence on decision-makers, to foster public access to the decision-making process, and to control costs by preventing the creation of unnecessary advisory committees. Be aware of the provisions of FACA when gathering public input for decision-making and when initiating collaborative efforts, as may be the case in the development of a new cooperating association.

Basic Ethics Rules for BLM Employees in Working with Cooperating Associations

1. BLM employees are prohibited from serving on association boards, even in an ex-officio capacity. However, they may attend association meetings and may participate in committees.
2. BLM liaisons who attend association board meetings do so as representatives of the BLM to facilitate communication and cooperation. The representative has no fiduciary role with the association.
3. When attending association board meetings, BLM representatives do so in an advisory, non-voting capacity.
4. BLM employees may not participate in the management and control of the association, even as a volunteer or advisor. They may not be association employees.
5. BLM employees may not receive discounts or special favors because they are BLM employees. If they are members of an association, however, and have paid the appropriate membership fee, they may receive the same discounts or other benefits as any other association member.
6. BLM employees are strictly limited in the gifts they can accept from associations, including meals, lodging, and transportation.
7. BLM employees may accept donations of travel expenses from associations as part of an approved donations program for appropriate purposes, such as participation in conventions or training. However, direct reimbursements may not be made to the employee. The donation amount is either transferred to a Government account for BLM employee travel expenses, or the association directly purchases airline tickets and other travel expenses for the BLM employee.

In rare instances, an association may pay a BLM employee for specific work outside the employee's normal duty, if the following circumstances are met:

1. The BLM employee is off-duty from his/her BLM job.
2. The duties performed for the association are substantially different from those performed for the BLM.
3. The BLM employee's spouse or immediate family members have no influence over policy and operational decisions that affect the finances of the association.
4. The employment complies with all Federal rules and regulations for employee ethics and conduct and has written approval from the appropriate BLM official.

It is always best to check with your ethics counselor on issues involving a relationship with a non-Federal entity.

APPENDIX 3 – Sample Sales Item Review Form

A standardized review form, as suggested in Chapter VI, aids in consistent, comprehensive review of proposed sales items. The format and criteria may vary, but the form should always provide space for the signatures of the reviewers and for statements of why they approve or reject the proposed item. An example follows.

SALES ITEM REVIEW FORM

Sales Location: _____ Date: _____
 Title/Description: _____ ISBN (if applicable): _____
 Author/Maker: _____ Supplier: _____
 Suggested Retail Price: _____

Designated reviewers should respond to the following questions. Include additional questions/criteria if desired.

Is the content of the item appropriate as the term “appropriate” is understood by the agency and the association?	yes	no
Is the item consistent with the BLM’s mission and interpretive/educational programs?	yes	no
Does the item directly support the site/area’s interpretive theme(s)?	yes	no
Are you confident that the item does not promote unsafe or resource-damaging activities?	yes	no
Are you confident that the item does not violate any laws or agency policies?	yes	no
Does the item use accurate, professional, and scholarly knowledge?	yes	no
Does the item fit into the overall balance of interpretive sales items?	yes	no
Are the item’s quality of production, packaging, and durability appropriate?	yes	no
Is the item fairly priced?	yes	no
Is the item appropriate for business reasons?	yes	no
Is the item competitive enough with other approved items to warrant shelf space?	yes	no
Will concessioner’s preferential rights, if applicable, be respected?	yes	no
If thematic relevance of the item is not apparent, will interpretive information be attached?	yes	no
	yes	no
	yes	no
	yes	no

Agency:
 Reviewer(s) _____ Recommended _____ Not Recommended _____ Date _____
 Reason(s): _____

Authorization _____ Approved _____ Not Approved _____ Date _____
 Signature required for approval. If not approved, please state reason(s): _____

Cooperating Association:
 Reviewer(s) _____ Recommended _____ Not Recommended _____ Date _____
 Reason(s): _____

Authorization (if other than reviewer) _____ Approved _____ Not Approved _____ Date _____
 If not approved, please state reason(s): _____

Note: Agency approval is required for new sales items.

APPENDIX 4 – Sample Scope of Sales Matrix

Chapter VI describes the value of a jointly produced Scope of Sales Statement that identifies the themes and product mix for a cooperating association sales location. From this Scope of Sales Statement develops a matrix for evaluating the existing merchandise. Seeing where there are gaps or unnecessary redundancies can help guide decisions about new sales items.

Details of the matrix will vary with local circumstances. Here are two examples. Example 1 focuses on product mix; Example 2 emphasizes thematic relevance.

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SCOPE OF SALES MATRIX – Sample 2

Interpretive Themes	Type	Title/Item	Audience						Interest Level			Price					
			Adult	Children	Juniors	Young Adult	Non-English	Visually Impaired	Beginner	Average	Scholar/special	Under \$5.00	\$5.00-\$9.99	\$10.00-\$19.99	\$20 and up		
Statement of primary and sub-themes for BLM site/area	BK AV EL TI Etc	List each sales item and type (see key to types below)															
Statement of Theme A																	
Statement of Theme B																	
Statement of Theme C, etc.																	
Orientation/Safety Information																	
BLM Mission																	
Stewardship/Conservation Information, etc.																	

Key to product type: BK= book AV= audiovisual EL= electronic TI=thematic item. Add additional categories as needed. Adjust table to include as many themes as appropriate and to list all titles/items for each theme.

APPENDIX 5 – Sources for Help and Information

Bureau of Land Management

The National Lead for Interpretation serves as BLM's cooperating association coordinator. Contact this office for the latest list of associations working with the BLM, addresses for the organizations listed below, and general information pertaining to the cooperating association program or this *Handbook*. For questions or policies pertaining to Assistance Agreements or other agreements, contact your State procurement office.

Association of Partners for Public Lands (APPL): a national organization of cooperating associations and other not-for-profit groups that support the interpretive and educational programs of public land management agencies. APPL provides a wide range of education, information, and representation services for its member organizations and their Government partners. APPL assisted the BLM in developing this *Handbook for Working with Cooperating Associations*. Web site: www.appl.org.

Museum Store Association (MSA): an international organization representing museum store professionals and offering training and resources for not-for-profit retailers. Web site: www.MuseumDistrict.com.

National Association for Interpretation (NAI): an organization dedicated to advancement of the profession of interpretation through training, publications, networking, and professional services. Web site: www.interpnet.org.

Information on the Internet

The Internet provides access to information even in the most remote areas. It is a fluid medium: Web sites come and go and change rapidly. The sites below are examples of resources for information on some of the topics addressed in this *Handbook*. Nearly all of the sites include links to other sites, providing an almost limitless universe of information.

The BLM makes no claims or guarantees about the accuracy or quality of the contents of these Web sites or their sources. Reference to these Web sites and/or mention of any specific commercial products, processes, or services, or the use of any trade name is for the information and convenience of the reader and does not constitute BLM endorsement, recommendation, or favoring.

<http://www.doi.gov/ethics> and <http://www.usoge.gov> — The Department of the Interior Ethics Office and U.S. Office of Government Ethics, two sites for information on regulations and ethics for Federal employees.

<http://www.boardcafe@compasspoint.org> — Source for “Board Café,” a free electronic newsletter for members of nonprofit boards of directors, published by CompassPoint Nonprofit Services.

<http://www.compasspoint.org> — A wealth of information for not-for-profit organizations, including the “Nonprofit GENIE” to answer questions and link to more resources.

<http://www.findit.org> — A project of the Philanthropic Association of Volunteers with Expertise (PAVE), this on-line resource for nonprofit information includes a “Virtual Interactive Consultant” to answer questions from nonprofit organizations.

<http://www.fdncenter.org> — The Foundation Center’s gateway to philanthropy on the Web, including training and technical assistance on the grant seeking process.

<http://www.innonet.org> — A service of the Innovation Network, Inc., providing resources to help small-to-medium-sized nonprofits plan and evaluate their programs.

<http://www.mapnp.org> and **<http://www.managementhelp.org>** — The Management Assistance Program for Nonprofits, including the “Free Management Library for For-Profit and Nonprofit Organizations.”

<http://www.boardsource.org> — Formerly the National Center for Nonprofit Boards, this site offers help for building strong and effective nonprofit boards.

<http://www.neetf.org> — Publications, news, and information from the National Environmental Education and Training Foundation.

<http://www.nonprofit.about.com> — Information and links to a wide range of topics on starting and maintaining nonprofit organizations.

<http://www.nonprofit-info.org> — Information for and about nonprofits from the Internet Nonprofit Center.

<http://www.nonprofituniverse.com> — A free service from Aspen Publishers designed to help nonprofits develop stronger, better funded organizations.

<http://www.not-for-profit.org> — A comprehensive source for information on forming, managing, and maintaining nonprofit organizations.

<http://www.socialworker.com/nonprofit/nplinks.htm> — Features “The Online Nonprofit Information Center” (TONIC), with links to numerous sources of specific and general interest to nonprofit organizations.

<http://www.techsoup.org> — Technology-focused information for nonprofits.

<http://www.ucp-utica.org> — The United Cerebral Palsy Association of Greater Utica links to hundreds of helpful Internet resources and tools for nonprofit organizations.

<http://www.uwex.edu/li/learner> — A program of the University of Wisconsin Extension, Learning Institute for Nonprofit Organizations, the Learner Resource Center links to sites and resources for nonprofit organizations.