

United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C 20240

IN REPLY REFER TO:

October 6, 2003

Memorandum

To: National Leadership Council
From: Director, National Park Service /s/Fran Mainella
Subject: National Park Guest Donation Program

The Secretary of the Interior, at my recommendation, has approved the extension of the Guest Donation Program formerly known as the Lodge Check-off Program. The extension is permanent, without a sunset date. This is very good news and a reflection of a wonderful partnership between an increasing number of concessionaires, the National Park Foundation, and several local park fundraising groups.

The Secretary has specifically asked the National Park Service to do several things to ensure the on-going success of the program, and to ensure that there is no possibility of even an appearance of conflict of interest. These items are detailed in the Secretary's memorandum, which is attached. I am assigning the responsibility for follow up on these items to the Associate Director for Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation.

I am extremely pleased that the Secretary has permanently extended this program. I expect each of the Regional Directors to implement the program in parks in which concessionaires volunteer to participate, and to do so in exact accordance with the Standard Operating Procedures, which are attached. The Associate Director, Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation will be responsible for monitoring each of these partnerships to ensure they are being operated as directed.



THE SECRETARY OF THE INTERIOR
WASHINGTON

October 1, 2003

To: Director, National Park Service

From: Secretary /s/Gale A. Norton

Subject: Permanent Authorization of National Park Guest Donation
Program

I am pleased to advise you that I hereby approve a permanent extension of the National Park Guest Donation Program. This program was initially established by the Secretary of the Interior in July 2000, with a provision to sunset on October 1, 2003, unless extended prior to that date. This provided the Service, our non-profit partners and lodge concessionaires an opportunity to evaluate the effectiveness of the program and to determine whether changes are necessary.

This program has operated successfully and is growing. There has been broad acceptance of the program by the public, partners and concessionaires. Our partners and park managers support the permanent authorization of this program and encourage its expansion.

The Guest Donation Program must be operated in each participating park unit in strict adherence to the attached guidelines. These guidelines have been developed to ensure that participation is truly voluntary on the part of our visitors and to ensure the complete avoidance of any conflict or even an appearance of a conflict of interest in the operation of the program. The requirement that all such contributions be deposited with the National Park Foundation before transfer to our local partners was originally designed to avoid any questions of criticism and is retained for that reason in these guidelines. Requests have been made by the Service's non-profit partners to expand the program to include non- lodging activities on a strictly voluntary basis. You are authorized to approve additional activities you determine appropriate. Each such activity must be subject to similar safeguards for assuring that the highest ethical standards are maintained.

Finally, please pass onto all who participate in this program my personal thanks for their efforts in helping to preserve and enhance our national parks.

STANDARD OPERATING PROCEDURES

General Policy Approval

The Secretary of the Interior has permanently approved the National Park Guest Donation Program. The program may be implemented by a National Park concessioner as set forth below without any additional prior approval. Any program implemented using this authority must adhere to the following procedures and is subject to termination by the Director, National Park Service, for non-compliance.

Scope of Program

This program authorizes willing National Park concessioners to give guests the opportunity to make a \$1 per day or more, per room, donation to the National Park Foundation to support the national park they are visiting. This is not a room rate addition, and is in no way related to contract room rate approval or gross revenue franchise fees. It is a voluntary public service action by the concessioner. One hundred percent of the funds donated must be initially deposited to a restricted account at the National Park Foundation for the benefit of the national park where the funds are collected. Upon the Superintendent's request, funds received under this program will be contributed to a local non-profit park support group to enhance its efforts on behalf of the park. The local non-profit support group must have a current signed agreement with the park in order to receive any funds from this program. Use of funds from this account will be approved by the Grants and Programs Committee of the National Park Foundation Board or the board of the local park support group where appropriate after consultation with the Park's Superintendent. The Superintendent will have final say on use of the funds.

Standard Operating Procedures

1. **Role of the Concessioner.** This is an entirely voluntary program in which any willing concessioner may choose to participate and may withdraw from at any time.

A decision by a concessioner to participate or not participate in the program will not influence the Service's evaluation of that concessioner under its contract with the National Park Service. Misuse of the contributed funds by a concessioner may result in its termination from this program by the Director and such other actions as may be appropriate.

A concessioner that chooses to participate in this program must:

- o Sign the attached form (Statement of Participation Guest Donation Program- Attachment 1) and submit it to the Director, with copies to the appropriate Superintendent(s);
- o Using the attached appropriate form, either (a) establish a restricted fund at the National Park Foundation, disbursements from which will be approved by the Grants and Programs Committee of the National Park Foundation Board after consulting with the Superintendent (Attachment 2A), or (b) establish a restricted fund with authorization to the National Park Foundation to grant funds to a local non-profit friends group (Attachment 2B)

- Agree to deposit in this account at least quarterly 100% of the donations received;
- Agree to distribute the required notices to lodge guests, as provided by the National Park Foundation; and
- Agree to provide to the Superintendent an annual audit of funds received and deposited to the National Park Foundation account.

Every guest (or representative of the guests staying in each room) will be advised of the program, its benefits, and how to opt out at each of the following contact points:

- At check-in
- Through written materials in the guest room
- At check-out

(Examples of each form of notice are attached in Attachment 3)

2. **Role of Visitors.** This is an entirely voluntary program for national park visitors.
3. **Role of Park Superintendent.** The Superintendent:
 - Will provide the Regional Director a copy of all forms received from concessioners stating the concessioners' intent to participate in the program;
 - Will review and approve all guest contact information required by this policy;
 - Will respond to all guest complaints or concerns raised about the program;
 - Will make recommendations and consult with the Grants and Programs Committee of the National Park Foundation Board over disbursements from restricted funds;
 - May recommend to the National Park Foundation that a local non-profit park support group that has a current agreement with the park receive funds to enhance its efforts on behalf of that park;
 - Will ensure that a concessioner who chooses to participate in the program does so in accordance with this policy as well as all other pertinent laws, regulations, and policies;
 - Will advise the Regional Director if a concessioner who chooses to participate in the program fails to operate the program in compliance with this policy as well as all other pertinent laws, regulations, or policies;
 - Will submit an annual report to the Regional Director by October of each year that includes the accounting provided by the National Park Foundation on donations deposited and withdrawn from the restricted fund, an explanation of how funds received under this program were used, and any recommendations for changes to the program; and
 - Will not delegate any management of this program to the park's concession office.
4. **Role of Regional Directors.** A Regional Director with one or more Lodge Guest Donation Programs operating in his or her region:
 - Is responsible for program consistency within their region;

- Will take steps to bring into compliance a concessioner operating a program that is inconsistent with this policy, and failing that, recommend to the Director that the concessioner be terminated from participation in the program and such other actions as may be appropriate;
- Submit to the Director in December of each year an evaluation of the program in that Region and recommendations for any modifications;
- Will ensure that all conflict of interest provisions and procedures are strictly adhered to.

5. Role of Associate Director - Partnerships, Interpretation and Education, Volunteers and Outdoor Recreation (PIEVOR).

The Director has delegated oversight of this national program to the Associate Director - Partnerships, Interpretation and Education, Volunteers, and Outdoor Recreation. All reports or communications that are to be submitted to the Director in compliance with this policy should be forwarded in care of the Associate Director - PIEVOR or their designee.

6. Role of the National Park Foundation.

- The point of contact and program official responsible for this program on the Foundation staff is the Vice President for Field Development;
- For monies collected in parks at which Superintendents have requested that funds be transferred to a local friends group, NPF will develop procedures for these monies to be transferred. The NPF will not charge any fees on monies collected and disbursed in these cases;
- For monies collected in parks for which NPF will act as the fund manager, NPF will establish a park-specific restricted fund and will develop a system to efficiently process recommendations made by the superintendent on expenditures from that fund. The NPF will charge an annual management fee in these cases. This fee will cover the necessary accounting, reporting, audit, investment management and administrative costs associated with the fund. The fee will be assessed monthly, based on the fund's current market value. In addition, money to pay for the fee charged by the mutual fund manager in which the funds reside until used will be charged against the monies available. This fee averages approximately .83% annually by prospectus. Management fees, based on market value, will be charged as follows:
 - \$0 to \$499,999 - 1.50% per annum
 - \$500,000 to \$999,999 - 1.25% per annum
 - \$1 million to \$1,999,999 - 1.00% per annum
 - Over \$2,000,000 - Negotiated with NPF based on the level of activity in the account.

In addition to the annual management fee, NPF will charge the fund for other direct costs related to fund transactions (e.g. bank charge, second check charge, etc.)

- NPF will prepare an annual accounting of the total funds received and disbursed in each park's account, including monies collected and passed through to a local friends group. NPF will not account for the use of

monies after they are transferred to a local friends group. Reports will be submitted to each park superintendent;

- NPF will prepare an annual accounting of the entire program for submission to the Director, National Park Service and to the Board of Directors of the Foundation.

ATTACHMENT 1

**STATEMENT OF PARTICIPATION
GUEST DONATION PROGRAM**

Name of Concessioner:

Park(s) Served (list all parks and the facilities in those parks that will participate in the program):

As the duly authorized representative of (_____), a concessioner in the park(s) named above, I have personally reviewed the requirements that govern the Guest Donation Program. (_____) wishes to implement a guest donation program at the facilities listed above in compliance with these requirements. Our company, represented by myself, realizes that its decision to participate in the Guest Donation Program will not influence the superintendent's evaluation of its performance under this or any subsequent concession agreements or contracts. (_____) recognizes that its failure to administer the program in accordance with these requirements will result in the termination of the program by the Director, National Park Service and such other actions as may be appropriate. Misuse of the funds collected by the concessioner is subject to all applicable federal and state laws including 28 USC 2514.

(_____) is establishing a restricted account to receive these donations at the National Park Foundation. (_____) recognizes that it must deposit 100% of all donations received in this account that is controlled by the National Park Foundation. It is also understood that the concessioner must provide the required notices to guests about this program. (_____) will provide at least five (5) working days written notice to the Director, National Park Service and the Park Superintendent if it chooses to withdraw from this program. In the event of withdrawal, all donations received must be deposited in the restricted account within 30 days.

(Responsible Official for the Concessioner)

Title

Date

Please send the original of this form to:

Director, National Park Service

Attn: Associate Director - Partnerships, Interpretation and Education, Volunteers and Outdoor Recreation

1849 C Street, NW

Washington, DC 20240

ATTACHMENT 2A

GUEST DONATION RESTRICTED FUND AUTHORIZATION FORM

Note: This form is to be used in when a concessioner desires to establish a Guest Donation Program and to set up a Guest Donation Restricted Fund with the National Park Foundation to receive such funds from a concessioner participating in the Guest Donation Program, and the Park Superintendent wishes to have the monies managed by the National Park Foundation.

Completion of this form by the participating concessioner and the park superintendent is required to establish and manage a restricted fund with the National Park Foundation.

1. Name of Fund:

2. Name and Address of Fund Creator (Concessioner):

3. Type of Fund: Restricted
(The NPF reports the Fund's activities on its audited financial statements, manages the investment and manages disbursements in consultation with the park superintendent.)
4. Purpose of the Fund: General Fund
(All monies received and earned including principal and interest will be spent for park purposes, excluding only those funds required for management fees by the National Park Foundation and fees charged by the mutual fund provider.)
5. Contributions to the Fund by the Concessioner: Contributions to the fund are made payable to the Fund named in paragraph 1, or to the National Park Foundation with the Fund specified on the check or in an accompanying letter.
6. Disbursements
The National Park Foundation in consultation with the Park Superintendent (or officially delegated staff) shall determine disbursements. Once recommendations are developed, they will be proposed in writing by the Foundation to the Superintendent for her/his approval. On receipt of written approval the Foundation will make the disbursements. Such disbursements shall not be made more than twice per year, unless exceptions are agreed to in writing between the Park Superintendent and the Chief Operating Officer of the Foundation.

7. Investment Portfolio

The Restricted Fund will be invested in the Vanguard Prime Money Market Fund, which is invested in cash funds and money market instruments. The National Park Foundation Board of Directors may, from time to time, make changes as it deems necessary or prudent to asset allocation guidelines. Such changes, if they apply to this portfolio, will also be made to this fund.

8. Management Fees

The National Park Foundation will charge fees for management of this fund as enumerated in Section 6 of the Standard Operating Procedures for the Guest Donation Program.

9. Authorization

All signatories to this form affirm by their signatures that they have read the form and the Standard Operating Procedures for the Guest Donation Program. All signatories affirm their understanding of the requirements of the program. The requirements are necessary to ensure scrupulous avoidance of conflict of interest or the appearance of conflict of interest in the management of both this program and concession contracts.

Signature of the Creator of the Fund (Concessioner) Date _____

I am aware of, and agree with, the establishment of a Guest Donation Program in the park of which I am Superintendent by

(insert name of Concessioner)

and verify that the requirements of the SOP will be met.

Signature of the Park Superintendent Date _____

ATTACHMENT 2B

GUEST DONATION RESTRICTED FUND AUTHORIZATION FORM AND DIRECT GRANT TO LOCAL FRIENDS GROUP

Note: This form is to be used when a concessioner desires to establish a Guest Donation Program and to set up a Guest Donation Restricted Fund with the National Park Foundation to receive such funds, and the Park Superintendent wishes to have the monies received granted from the National Park Foundation to a local friends group associated with the park.

Completion of this form by the participating concessioner and the park superintendent is required to establish the restricted fund with the National Park Foundation, and to direct transfer of monies deposited in such restricted fund to a local non profit friends group.

1. Name of Fund:

2. Name and Address of Fund Creator (Concessioner):

3. Type of Fund: Restricted

(The NPF reports the funds activities on its audited financial statements.)

4. Purpose of the Fund: Direct Grant to Local Friends Group

(All monies received will be immediately granted to the designated local park related nonprofit friends group designated on this form. All monies will be used for park purposes. No monies will be retained or used by the National Park Foundation.)

5. Contributions to the Fund by the Concessioner: Contributions to the fund are made payable to the Fund named in paragraph 1, or to the National Park Foundation with the Fund specified on the check or in an accompanying letter.

6. Disbursements

Disbursements by the National Park Foundation from the restricted fund to the local nonprofit friends group shall be made at least once per month whenever there is money in the account.

7. Management Fees

The National Park Foundation will charge no management fees on monies received and disbursed from this Fund.

8. Authorization

All signatories to this form affirm by their signatures that they have read the form and the Standard Operating Procedures for the Guest Donation Program. All signatories affirm their understanding of the requirements of the program, and that these requirements apply to monies transferred to a local nonprofit friends group. All signatories further understand and agree that no guest donation program may be operated by the concessioner unless the concessioner uses the National Park Foundation as the initial recipient of the donated funds prior to their disbursement to a local friends group. This requirement is necessary to ensure scrupulous avoidance of conflict of interest or the appearance of conflict of interest in the management of this program, the business of the local friends' group and concession contracts.

Signature of the Creator of the Fund (Concessioner)

Date

I am aware of, and agree with, the establishment of a Guest Donation Program in the park of which I am Superintendent by

(insert name of concessioner)

and verify that the requirements of the SOP will be met. I request that the National Park Foundation, upon establishment of a restricted fund as directed above, arrange for the disbursement of all monies deposited into the fund to (enter full name and address of local nonprofit friends group)

Transfer of deposited monies will be made as indicated in paragraph 6 above. I also request verification of the establishment of the requested transfer process in writing to me from the National Park Foundation.

Signature of the Park Superintendent

Date

ATTACHMENT 3

SAMPLE LANGUAGE FOR REQUIRED GUEST NOTICES

Note: For parks with local friends groups that receive the funds through the National Park Foundation add phrases in [brackets] below.

At Check-in:

Oral:

"We are proud to participate in an easy way for guests to support _____ . Please read this information and make a decision about the opportunity to donate \$1 per day of your stay here at _____ (Name of park(s))."

Written - provided with key and other check-in materials:

"Dear Guest:

_____ is proud to offer our guests an opportunity to support _____ (Name of park) through the National Park Foundation and _____ (Name of local friends group).

Lodge Guests will have a \$1 per day, per room, voluntary donation added to their room bills. We deposit 100% of the donations received from our guests to the _____ (Name of fund), a fund that can only be used to support _____ (Name of park(s)). Through your generosity, projects like _____ (Examples of projects funded/to be funded with donations) can be accomplished.

Your support of this program is appreciated, but if you prefer not to participate, simply notify us at any time during your stay and we will remove this donation from your room account. *[Provide phone extension, a check-off card that can be left in the room or at the front desk or some specific means of indicating that they do not want to participate].*

Thank you and enjoy **your** National Parks!

In Room:

Lodge Guest Welcome Letter:

Welcome to _____. We want to make your stay with us as enjoyable as possible and stand ready to assist you at anytime during your stay. We will be pleased to help you explore the vast array of opportunities available here to learn, recreate, and experience this special place--one of **your** National Parks.

As the lodging concessioner for _____ (Name of park(s)), we would like to acquaint you with a program in which we participate that enables our guests to directly support this park.

Working in collaboration with the National Park Foundation (the official national non-profit partner of the National Park Service) and _____ (Name of local friends group), we offer our guests an easy way to contribute to the park through a **voluntary** \$1 per day, per room, add-on to your room bill. If you would prefer not to participate, please *[insert phone number or other specific action that they can take]*. We will gladly remove the donation from your bill. You can let us know when you check-in, at any time during your stay, or when you check-out.

All donations from this lodge are placed in a restricted account that can only be used to support activities and projects that benefit _____ (Name of park(s)).

Your donation added to those of others will result in a significant impact on the park. *[Include examples of project funded/to be funded through this program].*

If you agree this is an easy way to make small gifts add up to something truly significant, then no action is required on your part. We will automatically add your individual donation, and it will be listed as a donation on your hotel bill. This donation is tax deductible.

If you would like to donate an additional sum, please let us know.

Thank you for supporting **your** National Parks!

At Check-out:

Front desk personnel will be instructed to present the bill to the guest for review, and if the guest has participated in the \$1 per day, per room, voluntary donation program, should say:

"We appreciate your donation to _____ (Name of park(s))."

Expansion of the Guest Donation Program

With the authorization of the Director, the Guest Donation Program may be expanded to non-lodging activities in the park on a strictly voluntary basis. These activities will be subject to the same guidelines in order to ensure the highest ethical standards are maintained. A request to the Director to expand the program should follow this template:

Memorandum

To: Director, National Park Service

Through: Associate Director, Partnerships, Interpretation, Education, Volunteers and Outdoor Recreation

From: Park Superintendent

Subject: Expansion of Guest Donation Program at (Park Name)

We would like to request approval to expand the donation program which is currently in effect at <insert park name> (through the National Park Guest Donation Program and the cooperation of our concessioner, (Concession Name)).

Provide information on the current program, the recipient of the funding, the amount generated, and what the funds are used for.

Describe the proposed expansion of the program. Identify what the funds will be used for and how visitors will be informed of the opportunity.