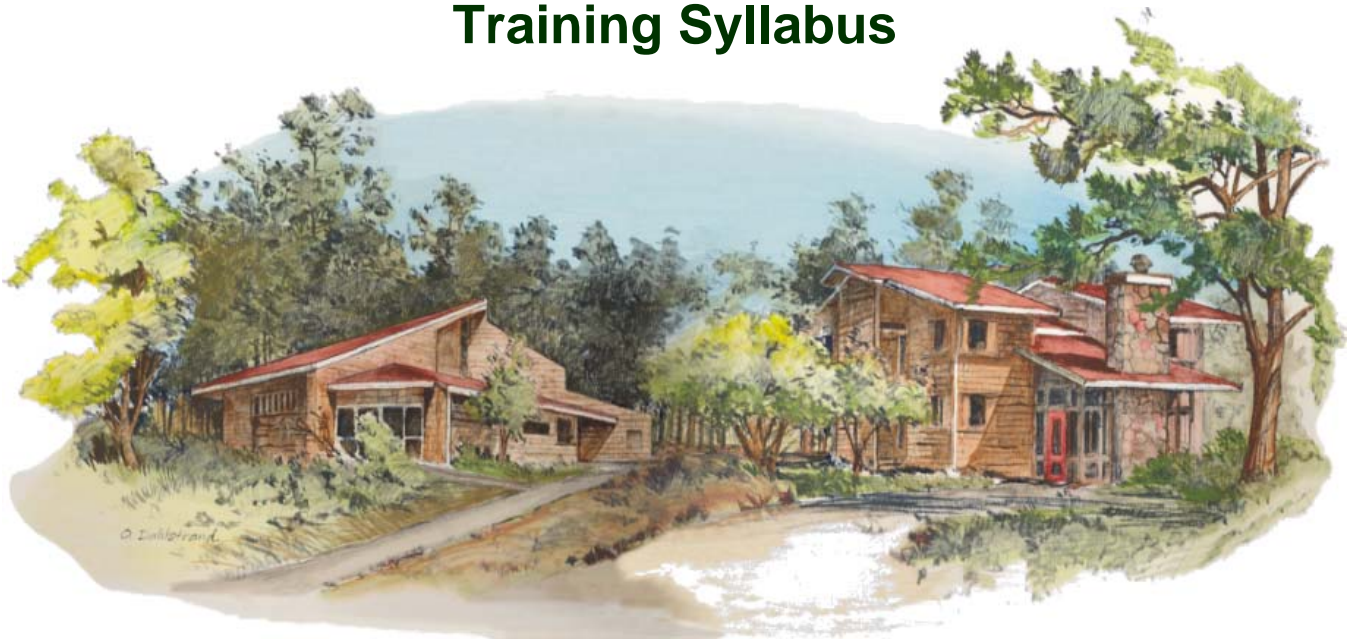


PARTNERSHIP SKILL BUILDING

February 28 – March 4, 2010

Training Syllabus



William Penn Mott Jr. Training Center



Memorandum

Date: February 17, 2010
To: Supervisor
From: **Department of Parks and Recreation**
William Penn Mott Jr. Training Center
Subject: Partnership Skill Building Group 15

An employee from your office will soon be attending the formal training program described in the attached. Please insure that the employee is fully prepared to attend the session and that the groundwork is laid for the employee's implementation of the training upon returning to work.

You can assist with capturing the full value of the training by taking the following steps:

Prior to Training

1. Make sure that **specific** employee needs are identified and, if necessary, called immediately to the attention of the Training Coordinator.
2. Review with the employee the reason for the employee's attendance.
3. Review objectives and agenda with the employee.
4. Discuss objectives and performance expected after the training.

Immediately Following Attendance

1. Discuss what was learned and intended uses of the training.
2. Review the employee's assessment of the training program for its impact at the workplace and review the due date of the Post-Training Evaluation form.
3. Support the employee's use of the training at the work place.

Prior to Three Months Following Training

1. Employee after discussion with the supervisor login to the Employee Training Management System (ETMS) to complete the Post-Training Evaluation form.
2. Supervisor evaluates the effectiveness of the training on the employee's job performance and login to the ETMS to complete the Training Effectiveness Assessment form.

Thank you for your assistance in seeing that the full benefit of training is realized.



Tina L. Williams
Department Training Officer

Attachment

cc: Participant

TABLE OF CONTENTS

Formal Training Guidelines	1
Program Attendance Checklist.....	6
Pre-Training Assignments	7
Post-Training Assignment	48
Agenda.....	49
Program Outline	51
Objectives	52
Location Map.....	63

***Mission Statement
Training Section***

***The mission of the Training Section is to improve
organizational and individual performance productivity
through consulting, collaboration, training, and
development.***

TRAINING CENTER STAFF

Tina L. Williams Department Training Officer
Pat Bost Office Manager
Joanne Danielson Academy Coordinator
Chuck Combs Training Specialist
Sara M. Skinner Training Specialist
Dave Galanti Training Specialist
Karyn Lombard Training Specialist
Matt Cardinet Cadet Training Officer
Connie Breakfield Cadet Training Officer
Pamela Yaeger Assistant Program Coordinator
Bill Spencer Assistant Program Coordinator
Edith Alhambra Assistant Program Coordinator
Eric Marks Program Assistant

THE MISSION

of the California Department of Parks and Recreation is to provide for the health, inspiration and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high quality outdoor recreation.



FORMAL TRAINING GUIDELINES

Welcome to formal training, an essential component in your career development.

Since 1969, our Department has been providing a continuously changing number of diverse training programs at its main training facility, the William Penn Mott Jr. Training Center, and other locations including Marconi Conference Center. The Department strives to enhance your learning and job performance with formal training of the highest quality.

Our Department's dedication to training is only one aspect of its commitment to you and to the public. This commitment is costly and represents an important investment in you and your career. You and the Department realize a return on that investment by your positive participation in formal training itself and post training follow-through.

The program you will be participating in is described in this training syllabus, which outlines what you can expect from this training and what is expected of you. This syllabus details what you should do before you leave for training; what to do when you arrive; what you will be doing while in training; and, importantly, what you should be able to do when you return to your work site. Specifically:

1. **SYLLABUS:** The syllabus is now accessible on the Employee Training Management System (ETMS). You should print a copy of the syllabus to bring with you to class. Your copy of this syllabus is an important part of your training experience and should be brought with you to training. Read it before you arrive and review it following the program along with material you received at training.
2. **PRE-TRAINING ASSIGNMENTS:** Your completion of pre-training assignments is essential to the success of your training. You are responsible for all reading assignments in preparation for classroom sessions. Time will be provided during working hours to accomplish any assignments which involve either individual or group efforts and resources. (Pre-training assignments are listed in the "Training Attendance Requirements" section.)
3. **TRAVEL:** Arrange your travel to and from the training through your District or Office. (No reimbursement for travel expense - including per diem costs - will be approved for travel not specifically authorized in advance by the District Superintendent.) Individuals may claim reimbursement for incidental expenses

incurred as outlined in DAM 0410.6. The Training Center does not have the capability to provide transportation to/from Monterey Airport.

4. HOUSING: Housing will be assigned to you on a shared-room basis and will be available from 3:00 p.m. on the date of arrival to 12:00 noon on the date of departure. The Department provides your room and board expenses at the Training Center only. No per diem allowance will be authorized for living off-grounds. This does not preclude living off-grounds at your own expense. Please advise the Training Specialist no later than one week before your scheduled arrival if you plan to live off-grounds. No animals are permitted in Asilomar housing. In the event of an emergency, staff must know your room assignment, therefore, you may not switch rooms without staff approval. Overnight guests are not allowed in the buildings unless registered beforehand at the front desk in Asilomar's Administration Building. Quiet hour for lodge living areas is 10:00 p.m.

HOUSING CANCELLATION POLICY: If you do not need lodging or must change or cancel your reservation, you must contact the Training Center at least 72 hours prior to your date of arrival. Lodging, registration, and associated fees will be charged to the employee's District or Office if a training cancellation is received with less than 72 hours notice.

The Training Center is committed to ensuring that the reservation that has been made for you is accurate and needed.

5. MEALS: Meals will be provided, semi-cafeteria style, from dinner on the date of arrival through lunch on the date of departure. Meals will be served at 7:15 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. for dinner. Hot or box lunches may be provided on some days. If you require a special diet, notify the Asilomar Chef at 831-372-8016 no later than one week before your scheduled arrival.

In order to assist participants with limited mobility, Asilomar provides a shuttle to and from the dining hall. Please contact either Asilomar staff upon check in, or Training Center staff upon your arrival, for instructions on arranging a transport.

6. OFF-GROUNDS ACCOMMODATIONS: When authorized to stay off-grounds by the Department Training Officer, the Training Center will pickup the cost of your room and meals at the current DPR Asilomar rate. If you stay off grounds and have meals on grounds, the Training Center will authorize only what the Department pays Asilomar for lodging.
7. CLOTHING: Field uniforms as found in "Description of Required Field Uniforms", DOM Chapter 2300, Uniform Handbooks, not including optional items, will be worn daily by all uniformed employees during formal training sessions **unless otherwise specified in the Program Attendance Checklist**. Non-uniformed employees shall wear professional business attire.
Because we are on the conference grounds with many other groups, and the image we project as State Park employees is important not only during working hours but off duty hours as well, your informal sportswear should be appropriate.

8. ROOM SAFES: Two safes have been installed in each of the lodge rooms used by the Training Center (Live Oak, Tree Tops, and Deer Lodge). These safes are a type that allows the user to input their own combination of numbers to facilitate opening and closing. The Training Center has a master key for emergency entry. Safes are to be left in the open position when checking out of your room.
9. WEAPONS: Weapons are permitted in rooms under the following conditions. Authorized firearms and magazines stored while at the Training Center shall be in a safe condition and stored in one of the following locations: your room safe in Live Oak, Tree Tops, or Deer Lodge, one of the Training Center's safes in the Whitehead Room or secured in your vehicle.
10. ALCOHOLIC BEVERAGES: Participants shall not possess or consume alcoholic beverages in common areas (living room) while on the Asilomar Conference Grounds unless provided and hosted by Concessionaire Delaware North.
11. SMOKING: Smoking is not permitted in the Training Center or in any lodge or guest room on the Asilomar Conference Grounds.
12. TRAINING CENTER: The Training Center is located on Asilomar Conference Grounds, part of Asilomar State Beach. The Conference Grounds are operated for our Department by a concessionaire, and all lodging and food services are provided to us by employees of the concessionaire. Constant efforts are made to maintain a sound, harmonious working relationship between the Department and concessionaire. None of us can expect preferential treatment for any reason and, as a departmental employee; you will be expected to join in our continuing effort toward an effective relationship with each Asilomar concession staff member. On occasion, non-departmental groups may be staying in the same lodges. It is imperative that you represent the Department well on and off duty.
13. REGISTRATION: When you arrive at Asilomar Conference Grounds, go directly to the front desk at the Asilomar Administration Building for your room key and dining room ticket. If you require vegetarian meals, notify the front desk representative and your meal ticket will be marked accordingly.
14. COURSE LEADERS: The formal training you will attend is developed and, for the most part, conducted by experienced State Park employees in field and staff positions. Some courses will be conducted by qualified instructors from other agencies and educational institutions. Your course leaders have proven their ability and knowledge in their profession, and provide a level of expertise difficult to match.
15. TRAINING CENTER STAFF: A Training Center staff member has been assigned responsibility for your training group as well as for your training program. That staff member usually serves as a Course Leader as well as a Coordinator. During the program, you may be asked to assist Training Center staff in the logistics of your training program (organizing field trip transportation, supervising classroom breaks, etc.). Center staff will do all within their power to make your training experience pleasant and meaningful.

16. **TRAINING MATERIALS:** May be made available to you at both your unit and the Training Center. Handout materials issued at your unit should be brought to training for possible use. A conference binder or notebook will be issued to you at the training session for note taking and convenience in handling materials. Copies of DAM and DOM will be available to you for self-study. Bring your own pens and pencils.
17. **ATTENDANCE:** Regular attendance is a critical course requirement and your participation is important to the success of this training. All absences, except those of an emergency nature, must be approved in advance by the Training Specialist.
18. **COLLEGE CREDIT:** Most training programs are accredited by Monterey Peninsula College for lower division credit. If you successfully complete an accredited program, you will receive either a letter grade or a credit/no-credit designation.
19. **MPC STUDENT ID:** **If you have filled out an MPC application before, you have already been issued a student ID number to use in lieu of your SSN on future applications. You can obtain your MPC ID number by going to their secure website and providing your SSN number (no name required) and birthdate.**

<https://autobahn.mpc.edu/scripts/autobahn.exe/Execute?Application=WebReq&Program=REPORT-SR-FIND-SSN>

Newcomers to training will still need to provide their SSN on the first MPC application only, after which a student ID number will be assigned and available at the web address above within a few weeks of the program's conclusion. You can store your MPC ID numbers in your ETMS Profile for future reference.

20. **VEHICLES:** All vehicles should be parked in the lots adjacent to the Training Center. Any questions regarding use of a State vehicle while at the Training Center should be discussed with your supervisor prior to your departure for training, or with your Program Coordinator while at the Training Center.
21. **BICYCLES:** If you bring your bicycle, store it in the bicycle shed next to the Training Center. Bicycles may not be brought into any building nor chained to lamp posts, trees, etc. The Training Center has a limited number of bicycles available for your use. Prior to your use, you are required to complete a safety inspection and sign a waiver which is posted in the bicycle shed.
22. **MAIL:** Mail forwarded to you during your time at the Center should be addressed to you in care of:

Department of Parks and Recreation
WILLIAM PENN MOTT JR. TRAINING CENTER
P. O. Box 699, Pacific Grove, CA 93950
23. **CELL PHONES:** As a courtesy to your fellow participants and course leaders ensure that your cell phone is turned off during classes. Participants should not be

receiving or making cell phone calls during class time. Please limit those calls to your breaks.

24. FAX: The Training Center's FAX number is (831) 649-2824.
25. TELEPHONE: Limit phone calls during classroom hours to urgent business or emergencies. Anyone wishing to contact you by telephone during working hours should call the Center at (831) 649-2954. Calls after 5:00 p.m. or during weekends should be made to (831) 372-8016, Asilomar Conference Grounds, and the caller should tell the switchboard operator you are with a Department of Parks and Recreations training group. **Please Note: There are no longer pay telephones outside of the Training Center. There are pay telephones located at the Asilomar Administration Building.**
26. LAUNDRY AND DRY CLEANING: May be taken care of by you at one of several local establishments. An iron is available for 24-hour checkout from the Training Center front desk.
27. RECREATION: Facilities available on grounds include a heated swimming pool, ping-pong and pool tables, and a volleyball court. The Monterey area offers horseback riding, golf, tennis, racquetball, deep sea fishing, and many historical landmarks and scenic sights to explore.
28. POST-TRAINING ASSIGNMENTS: In connection with formal training are to be completed under the direction of your supervisor. See "Program Attendance Requirements" in this syllabus.
29. COFFEE BREAK REFRESHMENTS: Will be available throughout each session at the Center. You will be asked to contribute to the "Hospitality Fund" to defray expenses. Please bring your own coffee cup.

PROGRAM ATTENDANCE CHECKLIST

To assist you in your preparation for formal training session at the William Penn Mott Jr. Training Center, the following list is provided:

- _____1. Read and understand the program syllabus prior to your arrival at the Training Center.
- _____2. Complete the following pre-training assignments:

By February 20, 2010

- Complete and return PSB Success Stories and Challenges to John Mott.

Before class begins on March 1, 2010

- Read the syllabus and class objectives.
 - Read and be familiar with the Cooperating Associations standard contract and the PRC 513 Implementation Guidelines.
 - Read the 21 Partnership Success Factors by Brian O'Neil.
 - Read "Best Practices on One Page" by Marianne Philbin.
 - Bring a copy of your association newsletter and annual or strategic plan to share.
- _____3. Arrange your travel through your Unit/Office.
 - _____4. Bring a reusable coffee mug, reusable water bottle, and alarm clock.
 - _____5. Bring the Partnership Skill Building Group 15 syllabus with you to the course.
 - _____6. Proper field uniform (Review DOM 2300 and Formal Training Guideline #8).
Note: Non-uniformed participants should wear professional office attire.
Shorts and short pants are not appropriate attire.

PARTNERSHIP SKILL BUILDING GROUP 15
February 28 - March 4, 2010

Pre-Training Assignments:

By February 20, 2010

1. Complete and return PSB Success Stories and Challenges to John Mott.

Before class begins on March 1, 2010

2. Read the syllabus and class objectives.
3. Read and be familiar with the Cooperating Associations standard contract and the PRC 513 Implementation Guidelines
4. Read the 21 Partnership Success Factors by Brian O'Neil.
5. Read and be familiar with "Best Practices on One Page" by Marianne Philbin.
6. Bring a copy of your association newsletter and annual or strategic plan to share.

PSB Success Stories and Challenges

Pre-training Assignment

Due February 20, 2010

Cooperating Association Name:

Questions:

Looking over the Agenda for the class, the PRC 513 Implementation Guidelines and the Cooperating Associations Program contract, what questions do you have or what needs greater explanation for you to more fully understand these subjects?

Opportunities/Challenges:

Any relationship has opportunities and challenges. What opportunities or challenges are facing the association/park relationship during the next 12 months?

Assistance:

Successful people get help. Is training or other assistance needed for the association/park to meet the opportunities and challenges indicated above? _____ If so, what?

Return to:

John D. Mott, CA State Parks, Interpretation and Education Division Email is preferred jmott@parks.ca.gov or you may fax to (916) 654-9048

Name : _____

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

N/A

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Parks and Recreation (Department)

CONTRACTOR'S NAME

(Association)

2. The term of this notice to commence through Agreement is:

3. The maximum amount \$ Zero dollars of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page

Attachment 1 6 pages

Exhibit B – Budget Detail and Payment Provisions N/A

Exhibit C* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 12 pages

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 3 pages

Exhibit F – Licensed Trademarks 1 page

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

, a nonprofit charitable corporation

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Parks and Recreation

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Anthony I. Perez, Deputy Director, Park Operations, Dept. of Parks and Recreation

ADDRESS

1416 9th Street, Room 1405, Sacramento, CA 95814

California Department of General Services Use Only

Exempt per:

EXHIBIT A

Contractor's Name:
Agreement Number:

SCOPE OF WORK

1. Contractor (Association) agrees to a cooperative relationship with the Department of Parks and Recreation (Department) to fund and support interpretive and educational elements of state park units in as described herein:

The Association is a private, non-profit, charitable [IRS (501 (c) (3)] corporation formed under the laws of California for the purpose of supporting interpretation and education in state park units through raising and managing funds and financially assisting the Department in carrying out those activities. The Department is specifically authorized pursuant to PRC 513, 5009, and 5009.1-5009.3 to enter into agreements for the purpose of supporting and enhancing interpretive and educational activities on terms and conditions deemed to be in the best interest of the State and the Department, including fundraising and licensing activities and the receipt of donated funds, goods and services.

2. The services shall be performed at state park units in or insert name of county(s), and/or Department districts, and/or park names and any future state park units agreed to by both contractor and the Department.
3. The project representatives during the term of this agreement will be:

State Agency: California State Parks	Contractor:
Section/Unit:	
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
e-mail:	e-mail:

Direct all inquiries concerning this contract to the representatives indicated above. The project representative names may be changed via a written notification.

4. Detailed description of work to be performed and duties of all parties.
(See Attachment 1)

EXHIBIT A, Attachment 1Contractor's Name:
Agreement Number:**1. ROLE OF THE COOPERATING ASSOCIATION**

Subject to the approval of the Department and any other provisions of this Agreement, the Association agrees to assist the Department in conserving and interpreting the units of the Department for the benefit of the public in the following ways:

- A. The Association may plan, organize, and implement fund-raising activities to support the interpretive and educational activities of the Department.
- B. The Association may levy user fees and charges for the Association's programs, literature or other items, and may hold fund-raising events in the park, in areas designated by the Department and subject to any conditions imposed, pursuant to separate special event permit(s) duly issued by the Department in accordance with the Department's policy, law and regulation. The Association's fee schedules for programs, literature and other items that are provided within the park and/or which are subject to the license granted herein, shall be, to the extent requested by the Department, subject to the Department's review and approval.
- C. The Association may sponsor, via a separate Special Event Permit, seminars and other special events. When such activities occur on state park property they shall be conducted pursuant to a separate Special Event Permit (DPR 246 and 246 A).
- D. The Association may engage in sponsorship and/or endorsement activities, consistent with the terms of this agreement, when such activities do not conflict with other Department commitments and are approved in writing by the Department on a case by case basis.
- E. Consistent with current laws and the provisions of this Agreement, the Association may fund the planning and design of additions and improvements to facilities, equipment and displays. The Association may plan, organize and carry out educational and promotional activities.
- F. The Association may sponsor, publish, purchase, and distribute, sell or provide appropriate maps and literature, illustrative materials, and other items which increase visitor understanding and appreciation of State Park System values and purposes, subject to such license terms as are set forth herein below.
- G. The Association may fund and support volunteer programs, acquisition of museum objects and interpretive program aids, historical and environmental education activities, lectures, restoration projects, conduct Association membership programs and perform other activities that contribute to the Department's interpretive and educational program.

EXHIBIT A, Attachment 1

Contractor's Name:
Agreement Number:

- H. When asked by the Department, the Association may acquire historic or scientific collections, museum objects, interpretive program aids, equipment, and other items to further the interpretive and educational program of the Department. These items shall be donated or formally loaned to the Department according to the Department's Museum Collection Management policies (Department Operations Manual Chapter 2000).
- I. The Association may assist in the establishment of similar cooperating associations in other units of the Department.
- J. The Association may engage in other activities within State Parks that the Department has approved in writing and which are consistent with the Association's by-laws and articles of incorporation.
- K. The Association shall perform all of the above-described activities, subject to the prior written approval of the Department. Further, the Association will work with the Department to provide any necessary donor recognition, consistent with the Department's Donor and Sponsorship Recognition Guidelines.
- L. Consistent with the General Terms and Conditions referenced on the STD 213, the Association and its volunteers shall act as an independent contractor to the Department. Association volunteers shall act solely on behalf of the Association, and conduct only the business of the Association as a corporation. The Association will inform its volunteers that they are not employees or volunteers of the Department.
- M. All Association employees and volunteers involved in visitor contact shall be trained in the Department's visitor services program by the Department before assuming such responsibilities and shall adhere to Department requirements as governed by this Agreement.
- N. Association employees and volunteers who come in direct contact with the public shall wear a uniform or name badge by which they may be known and distinguished as employees or volunteers of the Association.
- O. The Association shall regularly and periodically review the conduct of Association employees and volunteers. The Department shall regularly and periodically review the conduct of Department employees and volunteers. In the event that performance issues arise in connection with services being offered by the Association to the Department, the Association will allow review input from the Department. Any concerns regarding any actions or activities of Association employees and/or volunteers or Department employees and/or volunteers shall be brought to the immediate attention of the volunteer's or employee's supervising authority (Association or Department) for appropriate action.

EXHIBIT A, Attachment 1

Contractor's Name:
Agreement Number:

- P. The Association warrants that the roles set forth in this Agreement are consistent with its lawfully adopted bylaws and all laws, regulations or other requirements governing the Association's operation as an IRS 501 (c) (3) corporation. The Association agrees to provide, as requested by the Department, a current copy of its bylaws, articles of incorporation, and any other related documents, as well as any revisions to such documents. The Association agrees to obtain the written consent of the Department before amending its articles of incorporation and/or by-laws in a way that will impact the beneficiary status of the Department.

2. ROLE OF THE DEPARTMENT

- A. The Department will provide a Cooperating Association Liaison (CAL) as the principal representative between the Department and the Association. In this capacity, the CAL will be responsible for the following:
- 1) Attending all meetings of the Association's Board of Directors (except for closed Executive sessions);
 - 2) Maintaining communications and insuring that the activities and funding priorities of the Association are consistent with those of the Department; and
 - 3) Overseeing the implementation of this Agreement and all donations, services, programs and other activities provided to and/or on behalf of the Department pursuant to the terms hereof.
 - 4) Granting or seeking necessary approvals required from the Department for Association activities.
- B. The Department will grant a license to the Association to use the Department logo on Association publications and other materials. (See Exhibit D, Section 6 - Grant of License.)
- C. The Department will provide an accounting of Association/Donor gifts. (See Exhibit D, Section 1E - Expenditure Report of Association Donor gifts.)
- D. Upon request of the Association, the Department may, subject to the availability of staff and funds, provide other assistance to the Association as needed so long as it is not inconsistent or in conflict with his or her duties as an employee of the Department. In this regard, the Department will strive to:

EXHIBIT A, Attachment 1

Contractor's Name:
Agreement Number:

- 1) Provide facilities and services of park personnel (volunteers and paid staff) to assist with the sale of interpretive and educational materials provided by the association;
- 2) Provide space for association sales materials in visitor information facilities;
- 3) Work with Association to provide a venue and support for special events and programs;
- 4) Work with Association to produce interpretive items for distribution to the public (per 3.A.1); and
- 5) Support Association fundraising activities consistent with the Department's Donor and Sponsorship Recognition Guidelines.

Department warrants that the roles set forth in this Agreement are consistent with its lawfully authorized enabling legislation and legislated authority.

3. SALES ITEMS

All items created or purchased pursuant to this Agreement that are sold or given away to the general public shall be approved of in writing by the Department. The Department reserves the right to determine and control the nature and type of merchandise, service, and activities which may be furnished by the Association in, or directly or indirectly associated with, the Department.

A. In-Park Sales:

- 1) The Association may provide educational and/or interpretive items for sale to park visitors. Within operational constraints, the Department shall provide sales areas for these items at visitor information facilities, and provide employees or volunteers to sell such items to the visiting public. Sales revenues received shall be returned to the association. Such revenues shall be used to further the interpretive and educational program of the Department.

EXHIBIT A, Attachment 1

Contractor's Name:
Agreement Number:

- 2) Publications: Prior to the Association's publication of any materials subject to the license granted herein below, the Department shall approve in writing any such publication that is to be given, sold, or distributed to the public, where the use of the Department name or logo implies a direct link with the Department or the State of California.
- 3) Displays and Activities: The Association and the Department both agree that all sales items authorized pursuant to this Agreement shall be displayed in keeping with the general design and decor of the park. The Association shall assist the Department in removal of any sales items, artwork, displays, or other objects and/or in the cancellation of any activities judged by the Department to be inappropriate for presentation to the public.
- 4) Concession Agreements: The Association is not by this Agreement granted the right to sell items, the sale of which would infringe on a concession contract between the Department and a third party. However, the Association may request of the Department that any concession contract(s) at the park exclude/include specific items currently being distributed by the Association, and, within its sole discretion, the Department will consider including such conditions in existing or pending contracts.

B. Offsite Sales:

At locations away from state park units including, without limitation, through catalogs and internet sites, the Association may only sell merchandise that has been approved of in writing by the Department. These materials shall support the Department's interpretive and educational activities and programs.

4. FUNDING PROJECTS

- A. The Association may elect, at its discretion and with the approval of the Department, to make direct purchases of and to donate certain goods, services, and materials for, and related to current or future state park units to effect the purposes of this Agreement. The Department may accept such goods, services and other donations-in-kind from the Association, or as arranged by the Association, consistent with Public Resources Code 5009.1, subdivision (b), and the regulations of the Department.

EXHIBIT A, Attachment 1

Contractor's Name:
Agreement Number:

- B. In all other cases, at such time as the Association determines that funds, goods or services are available to proceed with approved projects that are to be carried out by the Department, including without limitation, public works projects, as defined in the Public Contract Code, the Association will forward such funds by whatever commercially reasonable means that are acceptable to the Department, who shall cause the funds to be deposited into the State Park Contingent Fund in an account established for current or future state park units. As provided by Public Resources Codes 5009 and 5009.1, all funds so deposited shall only be spent in accordance with the conditions for expenditure as agreed upon.

5. PROPERTY USE

A. Facility Agreement:

The Department may, by separate agreement, provide the Association with facilities for administrative space to be used or occupied by the Association for the purpose of carrying out the terms of this Agreement.

B. Museum Collections and Museum Objects:

Associations shall not store or display museum collections and museum objects on park property or in Department facilities without specific permission from the Department as evidenced by a written Loan Agreement form (DPR 926). Museum collections and museum objects donated to the Department via a Deed of Gift form (DPR 925) may be stored or displayed on Department property.

C. Equipment, Interpretive Program Aids and Other Items:

Association shall not own, maintain or store equipment or other items on Department property or in Department facilities without specific approval from the Department. Approval for Association-owned equipment or items kept on Department property or in Department facilities to be used by Department employees, volunteers or visitors must be documented via a Gift or Loan of Personal Property.

EXHIBIT DContractor's Name:
Agreement Number:**SPECIAL TERMS AND CONDITIONS****1. REVENUE, REPORTS, RECORDS AND ACCOUNTS****A. Revenue:**

All sales revenue, donations, gifts, or other funds received by the Association, less reasonable administrative expenses incurred in connection with the Association's activities pursuant to this Agreement, shall be conclusively presumed to be for the educational and interpretive benefit of the Department, and shall be administered and expended consistent with the terms of this Agreement. The only exception to this presumption shall be in the event that a donor states in writing that the identified gift is not intended to be for the benefit of the Department or is restricted with regard to the Department by conditions specified in writing by the donor at the time the gift was donated. These donor-advised gifts shall be accounted for separately and may be expended or transferred in accordance with the Association's Articles of Incorporation and By-laws, California law and the conditions attached by the donor.

Revenue derived from the Association's activities undertaken in the name of the Department and/or pursuant to the terms of this Agreement shall be accounted for separately. All revenue in excess of reasonable administrative and other expenses associated with raising the revenues shall be held in trust by the Association for the benefit of the Department in accordance with the purposes of this Agreement and consistent with the fiduciary relationship between the Association, contributors and the Department. The Association shall maintain separate, accurate and complete records and accounts regarding the fund-raising and other charitable activities, donations, grants and other funds earned and the manufacture and sale of goods in accordance with this Agreement.

B. Financial Records:

All financial records shall be kept in accordance with generally accepted accounting principles and in accordance with state and federal law. The Association agrees to maintain any additional reports of operations pertaining to the Department that may, from time to time, be reasonably requested by the Department for a period of not less than three years plus the current year.

EXHIBIT D

Contractor's Name:
Agreement Number:

C. Financial Procedure Inspections:

Financial records for the operation shall be available for inspection by the Department at any reasonable time. The Department may, on reasonable notice, review the internal controls of Association business operations, and evaluate the benefits occurring to the Department.

D. Contract Audit:

The Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Association agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Association further agrees to maintain such records for a period of three (3) years, plus the current year, after termination of this Agreement.

E. Expenditure Report of Association/Donor Gifts:

The Department agrees to provide a financial report to the Association as requested reflecting the expenditure or use of contingent funds, gifts, gifts-in-kind, and donations from the Association or its donors used by the Department pursuant to this Agreement or any other agreement made in furtherance of this Agreement. The information in this report may be shared with the Association's donors. The Department agrees to provide the Association with any relevant information requested, including such books, records, receipts, accounts, and other material that may be relevant to the Association's request.

EXHIBIT DContractor's Name:
Agreement Number:**2. ANNUAL REPORT**

The Association shall annually furnish to the Department a written report in the form of the current (DPR 973) a copy of which is attached hereto as Exhibit E, and in the form of any amendments or updates to such form that may be provided to Association from time to time.

3. TITLE

All improvements, alterations, and restored facilities constructed under this Agreement shall become the property of the Department, and the Department shall not be responsible for the cost of such improvements, alterations, and restorations unless otherwise agreed to in writing. Title to all improvements shall vest in the Department immediately on their becoming affixed to the Department's real property.

4. POSSESSORY INTEREST

It is not the intention of the parties to this Agreement to create any possessory interest or tenure by the Association in any property of the Department; however, this Agreement may create or cause to be created a possessory interest in public land within the meaning of Revenue and Taxation Code Section 107.6. In the event such possessory interest is created, the Association may be subject to the payment of property taxes levied on such possessory interest. The Association hereby agrees to pay any such property taxes levied. The Association agrees to pay the above and all other lawful taxes, assessments, or charges which may at any time be levied by the state, county, city, or any tax or assessment levying body on any interest in this Agreement which the Association may have in or to the premises covered by the Agreement, as well as taxes and assessments on goods, merchandise, fixtures, appliances, equipment, and property owned by it in or around said premises.

EXHIBIT DContractor's Name:
Agreement Number:**5. INTELLECTUAL PROPERTY RIGHTS****A. Clarify Ownership of Existing Intellectual Property Rights:**

Other than as specifically identified and authorized in this Agreement, no names, logos, trademarks or copyrighted materials, belonging to and/or associated with California State Parks, shall be used, circulated or published without the express written consent of the Department. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in the Association any rights of ownership in such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of this Agreement.

B. During the course of this relationship, the Association shall use the name (insert complete Association name). Any additional and/or different names may be used only upon written agreement of the Department.**C. Ownership of New Logos and Trademarks Developed During Agreement:**

Any names, logos, and/or trademarks developed during and/or pursuant to this Agreement which in any way associate with, identify or implicate an affiliation with the Department and/or are funded by the Department, shall be approved in writing by the Department, shall belong to the Department upon creation, subject to express written agreement otherwise, and shall continue in the Department's exclusive ownership upon termination of this Agreement.

D. Ownership to the Department of New Copyrights, Developed by Association for Department, Absent a Separate Written Agreement:

Any copyrighted materials, developed and created by the Association for the Department, during the term of this Agreement, shall, unless otherwise agreed to in writing, belong to the Department upon creation, and shall continue in Department's exclusive ownership upon termination of this Agreement.

E. Unless otherwise agreed to in writing, the Association intends and agrees to assign to the Department all rights, title, and interest in and all works created pursuant to this agreement as well as all related intellectual property rights.

EXHIBIT D

Contractor's Name:
Agreement Number:

The Association agrees to cooperate with the Department and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

6. GRANT OF LICENSE

The Department hereby grants to the Association and the Association hereby accepts a non-exclusive, non-assignable license to have, use and reproduce the Department's identifying logo and the names (Insert State Park names and any registered Department trademarks to be used by the Association. Do not insert "California State Parks," or "Department of Parks and Recreation.") hereinafter "Trademark", as identified in Exhibit "F" hereto, for the duration of this Agreement, in accordance with the terms and conditions of this License. This License shall authorize the Association's use only in connection with the purposes of this Agreement, and consistent with the current articles and by-laws of the Association, including approved fund-raising and other charitable activities, educating, receiving donations, and the manufacture of merchandise, consistent with the terms of this Agreement.

A. Ownership Rights:

- 1) In connection with each use of the Trademark(s), the Association shall identify the Department as the owner of the Trademark(s) or any derivative of the same and shall indicate that the name is trademarked designating the symbol "™" after each and every use. In the event the Trademark(s) is/are registered with the United States Patent and Trademark Office, including but not limited to the Department logo identified in Exhibit "F" hereto, the identification will instead consist of the registration mark "®" as directed by the Department and as permitted by law.
- 2) Except as required by law, no other name, trademark(s), inscription or designation whatsoever shall be affixed to any goods or works produced subject to this License nor shall the same appear in any advertising or promotional material placed or produced by the Association in connection with such goods or works unless agreed to in writing by the Department. Furthermore, other than the approved name, (insert Association name), the Association shall at no time adopt or use as its name, without the Department's prior written consent, any variation of the Trademark(s) or any work or mark likely to be similar to or confused with the Trademark(s).

EXHIBIT D

Contractor's Name:
Agreement Number:

- 3) The Association acknowledges the Department's exclusive right, title and interest in and to the Trademark(s). The Association further covenants that it shall not at any time challenge or contest the validity, ownership, title and registration of the Department in and to the intellectual property or the validity of this License. The Association's use of the Trademark(s) shall inure to the benefit of the Department. If the Association acquires any trade rights, trademarks, equities, titles, or other rights in and to the Trademark and/or copyrights described above, by operation of law, usage, or otherwise, the Association shall, upon the expiration of this License, assign and transfer the same to the Department without any consideration other than the consideration of the License.
- 4) All rights not specifically transferred by this License are reserved to the Department.

B. Third Party Infringement:

The Department, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Trademark(s) by a third party. The Department shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to the Department.

C. Termination:

Upon early termination of this Agreement or by expiration of the License upon expiration of the term of this Agreement, the License shall terminate, the Association's rights to use the Trademark(s) shall immediately cease and the Association shall promptly discontinue all use of the licensed property. The Association shall dispose of all goods, works and materials bearing or relating to the Trademark(s) in accordance with the Department's instructions.

EXHIBIT D

Contractor's Name:
Agreement Number:

D. Goodwill and Quality Control:

The Association recognizes the great value and goodwill associated with the Trademark(s) and acknowledges that such goodwill belongs to the Department. The Association further acknowledges that the Trademark(s) has acquired a secondary meaning among the public. The Association agrees not to take any action that could be detrimental to the goodwill associated with the Trademark or to the Department. The Department shall have the right to approve in writing the quality of the reproduction of the Trademark(s) on any materials, as well as the Association's use or co-joining of the Trademark(s) with any event, cause or third party.

7. INTEGRATION

This Agreement and any incorporated addenda constitute the entire agreement between the parties, and supersedes any and all prior oral or written agreements or understandings between them. No representations, warranties, or inducements expressed or implied have been made by either party to the other, except as set forth herein.

8. WAIVER

Waiver of a breach of this Agreement by either party shall not be construed as a waiver of any subsequent breach of the same or any other provision.

9. TERMINATION OF CONTRACT – FOR CAUSE OR WITHOUT CAUSE

A. This Agreement shall terminate in the event the Association should lose its non-profit status or is dissolved voluntarily or involuntarily pursuant to state law. Further, any amendment of the Association's Articles of Incorporation and/or By-laws affecting the Department's beneficiary status, without the written consent of the Department, shall be cause for termination of this Agreement.

EXHIBIT D

Contractor's Name:
Agreement Number:

B. Department:

1. Termination Without Cause: The Department reserves the right to terminate this Agreement without cause upon ninety (90) days written notice to the Association.
2. Termination For Cause: If the Department determines that the Association has failed to meet the requirements of this Agreement, and provided such failure is not cured within thirty (30) days after written notice from the Department to the Association specifying the problem, the Department may terminate the agreement for cause by giving the Association ninety (90) days notice that the Agreement will terminate. The Association shall terminate all activities authorized by this Agreement within ninety (90) days of receipt of the written notice of termination from the Department, except that the Association's obligations in Section 9D of this Agreement shall survive the termination of the Agreement.

C. Association:

1. Termination Without Cause: The Association reserves the right to terminate this Agreement without cause upon ninety (90) days written notice to the Department.
2. Termination For Cause: If the Association determines that the Department has failed to meet the requirements of this Agreement, and provided such failure is not cured within thirty (30) days after written notice from the Association to the Department specifying the problem, the Association may terminate the Agreement and cease all activities authorized by this Agreement after giving the Department ninety (90) days written notice that this Agreement will be terminated, provided, however, that the Association's obligations under Section 9D of this Agreement shall survive the termination of the agreement.

EXHIBIT D

Contractor's Name:
Agreement Number:

D. Accounting/Distribution of Assets:

1. In the event that this Agreement is terminated either as indicated in 9 A., B. or C. or as a result of the dissolution of the Association, within thirty (30) days of termination of this Agreement, the Association shall provide the Department with an accounting of all funds and other assets on hand, which were derived from Association activities performed under this Agreement, including those derived from activities in the name of and for the benefit of the Department. As soon as practicable after the termination, the Association shall pay any outstanding debt or financial obligations incurred in the implementation of this Agreement, and the remaining funds shall be immediately transferred to the Department for deposit in the appropriate account for use in the interpretive or educational programs of the state park system unit or units which the terminated Association had been designated to serve, provided, however, that donor-advised gifts shall be handled in accordance with the written conditions attached to any particular gift. Such conditions shall be made clear to the Department in connection with the accounting provided for herein. The Department reserves the right to decline to accept a donor-advised gift.
2. At the Department's sole discretion, the funds that would be transferred to the Department pursuant to Paragraph 1 of this section may be transferred, directly or through Department, to another non-profit corporation of the Department's choosing for use in the interpretive or educational programs of the state park system unit or units which the terminated Association had been designated to serve. The foregoing shall be accomplished consistent with California Corporations Code §§6510 et seq.

E. Survival of Obligations:

The indemnification obligations of each party under Exhibit C hereto, paragraph 5, Indemnification, the obligations of the Association to permit an audit of records and operations and to provide a final accounting on termination, the obligations to distribute assets pursuant to Section D of this Agreement, the obligations of the Department to provide reports, and any obligations to deliver funds, goods or services shall survive termination of this Agreement.

EXHIBIT D

Contractor's Name:
Agreement Number:

F. Assignment of Rights and Obligations:

On termination of this Agreement or dissolution of this association, the Association shall assign or otherwise lawfully transfer to the Department, or a non-profit entity designated by the Department, all funds, bank or other accounts containing funds for the benefit of the Department, and any contractual rights it may have with third parties to receive donated funds, goods or services for the benefit of the Department. The Association agrees to execute any documents necessary to give effect to such assignments or other transfers of such obligations or rights.

10. CONTRACT APPROVAL

The Association's operations in the California State Parks are dependent upon execution of this Agreement by the Director of the Department and approval by the Department of General Services pursuant to Sections 513, 5009, 5009.1-5009.3 and other sections of the California Public Resources Code as well as Sections 10335 et seq. and 19130(b) of the Public Contract Code.

11. INSURANCE REQUIREMENTS

Association shall furnish to Department proof of insurance in compliance with the following requirements:

A. Certificate of Insurance:

The certificate of insurance shall: (a) be in a form acceptable to Department; (b) be written by an insurer acceptable to Department; (c) be maintained at Association's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by Department. At Department's discretion, the certificate of insurance shall be the appropriate ACORD form or a certified copy of the original policy, including all endorsements.

B. General Liability Insurance Coverage: Association shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Association's limits of liability.

EXHIBIT D

Contractor's Name:
Agreement number:

C. Endorsements: The following endorsements must appear on the certificate of insurance.

- Cancellation: That the insurer will not cancel the insured's coverage without 30 days prior written notice to Department, except in the case of cancellation for nonpayment of premiums, in which instance insurer shall give Department ten (10) days written notice prior to the effective date of the cancellation.
- Additional Insured: That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned.

D. Additional Insurance Coverage:

If coverage is not provided through the general liability policy, Associations involved in additional activities shall provide liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damages combined for the following situations:

- Products Liability (where food is served or food products are sold);
- Liquor Liability (where the serving or sale of alcohol is permitted).
- Motor Vehicle Liability: If the Association uses vehicle in the conduct of business under this Agreement, Association shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Association, including, but not limited to, Association owned, hired, and non-owned motor vehicles.
- Worker's Compensation and Employer's Liability: If the Association has paid employees, Association shall maintain statutory worker's compensation and employer's liability insurance for all of Association's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

Additional coverage, when required, shall be identified through an attachment to this exhibit.

E. Cancellation/Renewal:

No cancellation provision in any insurance policy shall diminish the responsibility of the Association to furnish continuous insurance throughout the term of this Agreement. Each policy shall be underwritten to the satisfaction of the Department. A signed insurance certificate with each endorsement required shall be submitted to the Department at the time this Agreement is executed, showing that the required insurance has been obtained.

EXHIBIT D

Contractor's Name:
Agreement number:

At least thirty (30) days prior to the expiration of any such policy, Association shall submit to the Department a signed and complete certificate of insurance, with all required endorsements, showing, to the satisfaction of the Department, that such insurance coverage has been renewed or extended.

12. LOANS AND DEBTS

The Association shall not assume any loans or incur any debt related to real property, buildings or appurtenances related thereto, which is, or may become, property of the Department pursuant to this Agreement or any personal property which is, or may become, the property of the Department pursuant to this Agreement without first having obtained approval of the Department.

13. DISABILITIES ACCESS LAWS

Consistent with the Contractor Certification Clauses referenced in the General Terms and Conditions relating to the Americans with Disabilities Act and without limiting Association's responsibility under this Agreement for compliance with all laws, and with regard to all operations and activities that are the responsibility of Association under this Agreement, Association shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ["ADA"] (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)), the Rehabilitation Act of 1973, Government Code §§ 4450, et seq., and 7250, et seq. and all related regulations, guidelines, and amendments to both laws. The Association is not responsible for State-owned facilities that are not ADA-compliant.

14. PARAGRAPH TITLES

The paragraph titles in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

15. NO PARTNERSHIP OR AGENCY CREATED

Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures, nor shall any similar relationship be deemed to exist between them. Further, nothing in this Agreement shall make one party the agent of the other, and neither party has power or authority to bind the other.

EXHIBIT F

Contractor's Name:
Agreement Number:

LICENSED TRADEMARKS

A. Department License to Association

1. Black & White Logo:

Trademark A is a black and white illustration of the Department of Parks and Recreation logo registered on the principal register of the U.S. Patent and Trademark Office, Registration No. 2,437,051, registered on March 20, 2001.

Trademark A



Association use of the logo shall conform with the policies and graphic standards outlined in the department's Brand Standards Handbook.

2. Color Logo:

The Association is granted a license to use the color version of the logo, registered on the principle register of the U.S. Patent and Trademark Office, Registration No. 2,437,051, registered on March 20, 2001, as described in the department's Brand Standards Handbook.

No other versions of the logo shall be used.

As stated in the Brand Standards Handbook, electronic or hard copies of the logo or the Department Notice are available from the Publications Office by calling (916) 653-8855

District Recommendation and DGS Exemption Certification

District Recommendation

STATE OF CALIFORNIA

Department of Parks and Recreation

I recommend this Agreement for the Director's approval and signature.

BY:

TITLE: _____
District Superintendent
California Department of Parks and Recreation

DATE: _____

DGS Exemption Certification and Approval

Interpretation and Education Division Certification

All DGS conditions for exemption have been complied with. This Agreement qualifies for exemption from the Department of General Services approval process.

or

Because the net value of this contract is more than \$50,000 annually and/or there are addenda to the standard approved Agreement language, this Agreement does NOT qualify for exemption and requires Department of General Services approval.

BY:

TITLE: _____
Cooperating Associations Program Manager

DATE: _____

Cooperating Association Annual Report

Report Year: _____

For completion instructions, see Page 3. Submit your completed report and attachments to the Cooperating Association Liaison (CAL). The CAL may attach explanatory comments if desired. The CAL will forward the entire report to the Cooperating Associations Program Manager, Interpretation and Education Division, **no later than May 31st of each year.**

PART I. ASSOCIATION INFORMATION

ASSOCIATION NAME			
ADDRESS (Street or P.O. Box)			
CITY/STATE/ZIP CODE			
ASSN BUSINESS PHONE NO. ()	ASSN BUSINESS FAX NO. ()	ASSN BUSINESS E-MAIL ADDRESS	ASSN WEBSITE ADDRESS
NUMBER OF BOARD MEMBERS	NUMBER OF MEMBERS/DONORS	NUMBER ON MAILING LIST	
ASSOCIATION CONTACT PERSON		TITLE	
ASSN CONTACT PHONE NO. ()	ASSN CONTACT FAX NO. ()	ASSN CONTACT E-MAIL ADDRESS	
CAL'S NAME	CAL'S PHONE NO. ()	CAL'S FAX NO. ()	CAL'S E-MAIL ADDRESS

PART II. PROGRAM SERVICES SUMMARY

This past year the association supported California State Parks (CSP) by funding: *(Check all that apply)*

<input type="checkbox"/> 1. CSP interpretive staff	<input type="checkbox"/> 6. Special interpretive events/tours/programs (e.g., workshops, seminars, living history, environmental living, etc.)
<input type="checkbox"/> 2. Regular CSP interpretive tours and programs	<input type="checkbox"/> 7. CSP habitat and resource management (e.g., restoration, exotic plant removal, litter cleanup, trail work, etc.)
<input type="checkbox"/> 3. Publications design and/or production (e.g., maps, books, pamphlets, etc.)	<input type="checkbox"/> 8. Training for interpretive park staff or volunteers (e.g., supplies, registration fees, tools, etc.)
<input type="checkbox"/> 4. CSP exhibits/equipment (e.g., development, maintenance, purchase, updating, etc.)	<input type="checkbox"/> 9. Other: _____
<input type="checkbox"/> 5. CSP facility construction and capital development (e.g., visitor center development)	

This past year the association generated revenue to support CSP by: *(Check all that apply)*

<input type="checkbox"/> 10. Providing educational and interpretive materials for sale in park visitor information facilities
<input type="checkbox"/> 11. Applying for or securing grants
<input type="checkbox"/> 12. Soliciting corporate donations for interpretive and educational projects and programs
<input type="checkbox"/> 13. Conducting fundraising events and programs
<input type="checkbox"/> 14. Planning and conducting general membership or other specific campaigns
<input type="checkbox"/> 15. Other: _____

Note: To provide a more complete explanation of items checked above you can attach a separate sheet. Enter the item number and provide a brief description of the types of funding, support or revenue generation.

PART III: ATTACHMENTS TO REPORT

Board of Directors Roster: Attach a list of names of current board members and those that will begin serving on the board in the coming months.

Certificate of Insurance: Have the insurance carrier complete an ACORD form and attach to this report. See instructions sheet.

Bylaws and Articles of Incorporation: If there were changes to either the association bylaws or articles of incorporation, attach a copy of the revised document.

COOPERATING ASSOCIATION PREPARER SIGNATURE ▶	PRINTED NAME	PHONE NUMBER ()	DATE PREPARED
CAL REVIEW SIGNATURE ▶	DISTRICT	PHONE NUMBER ()	DATE REVIEWED

EXHIBIT E
PART IV. FINANCIAL STATEMENT

Association Name: _____

Report Year: _____

Income

- | | | | | |
|--|----------------|------------|------------|------------|
| 1. Contributions, gifts, grants, cash donations | (1) _____ | | | |
| 2. In-kind (non-cash) donations <i>(Describe in Item 31)</i> | (2) _____ | | | |
| 3. Total contributions and donations | | (3) _____ | | |
| 4. Membership dues | | (4) _____ | | |
| 5. Program service revenue | | (5) _____ | | |
| 6. Interest/investment income | | (6) _____ | | |
| 7. Sale of inventory (sales income) | (7) _____ | | | |
| 8. Cost of goods sold (sale items) | (8) (_____) | | | |
| 9. Net profit (or loss) from sales | | (9) _____ | | |
| 10. Fundraising event income | (10) _____ | | | |
| 11. Fundraising event costs | (11) (_____) | | | |
| 12. Net profit (or loss) | | (12) _____ | | |
| 13. Other income <i>(Describe in Item 31)</i> | | (13) _____ | | |
| 14. Adjusted Gross Income or Total Revenue | | | (14) _____ | |
| 15. Total Gross Income | | | | (15) _____ |

Expenses

- | | | | | |
|--|------------|------------|------------|----------------|
| 16. Grants and donations to Ca St Pks (CSP) | (16) _____ | | | |
| 17. Interpretive program support | (17) _____ | | | |
| 18. Other CSP program support <i>(Describe in Item 31)</i> | (18) _____ | | | |
| 19. Total contributions to CSP | | (19) _____ | | |
| 20. Management and general | | (20) _____ | | |
| 21. Total Expenses | | | (21) _____ | |
| 22. Excess (or deficit) for the year | | | | (22) (_____) |

Net Assets or Fund Balance

- | | | | | |
|---|------------|------------|----------------|--|
| 23. Total assets | (23) _____ | | | |
| 24. Total liabilities | | (24) _____ | | |
| 25. Unrestricted net assets/fund balances | (25) _____ | | | |
| 26. Temporarily restricted net assets/fund balances | (26) _____ | | | |
| 27. Permanently restricted net assets/fund balances | (27) _____ | | | |
| 28. Total Net Assets or Fund Balances | | (28) _____ | | |
| 29. Total Liabilities (line 24) + Net Assets/Fund Balances (line 28) | | | (29) (_____) | |

Financial Statement Notes

30. The association has established or is establishing an endowment program. Yes No
31. Explain below any unusual financial occurrence and other income and/or expenses. Reference the Item No. in your explanation. If more space is needed, attach additional sheets

INSTRUCTIONS FOR COMPLETING DPR 973

All cooperating associations must submit a DPR 973, Cooperating Association Annual Report, for the previous calendar year. This report is due to the Cooperating Association Liaison (CAL) in time to have it reviewed and sent Headquarters by May 31st. The table below describes what to insert for each item in Part IV, Financial Statement. Many items on the Financial Statement may correspond with the line numbers on the IRS 990 or IRS 990EZ. The DPR 973 is designed to be completed electronically. New IRS reporting requirements may be downloaded at <http://www.irs.gov/charities/article/0,,id=201398,00.html>.

Item No.	Financial Statement Information
1.	Total income from contributions, gifts, grants and monetary donations.
2.	Total value of "in-kind" (non-monetary) donations and describe in line 31.
3.	Add line 1 + line 2 [automatically filled in].
4.	Total income from membership dues.
5.	Total revenue received from program services that are educational or interpretive.
6.	Total income from interest and investment income.
7.	Total income from sales of inventory.
8.	Wholesale cost of items that were sold -- How much did it cost to purchase the goods to be sold?
9.	Subtract line 8 from line 7 [automatically filled in].
10.	Total income from fundraising activities such as dinners, raffles and any other events that require purchase for entry or participation.
11.	Costs incurred in presenting the fundraising activities and events.
12.	Subtract line 11 from line 10 [automatically filled in].
13.	Total of other income from all sources not covered by lines 1-12. Briefly describe the type of income, if any, in line 31.
14.	Add lines 3 + 4 + 5 + 6 + 9 + 12 + 13 [automatically filled in].
15.	Add lines 3 + 4 + 5 + 6 + 7 + 10 + 13 [automatically filled in].
16.	Amount of interpretive monetary donations and grants to state parks via contingent fund or reimbursable accounts.
17.	Other monetary expenses associated with supporting the interpretive programs for state parks. This includes interpretive program support, payments to outside contractors, interpretive events and seminars for the public, training for volunteers and staff, and interpretive publications.
18.	Total for other (non-monetary) support to state parks not in lines 16 or 17. Describe in line 31.
19.	Add lines 16 + 17 + 18 [automatically filled in].
20.	Total expenses for management and general expenses associated with soliciting direct public support in line 1 Include association salaries, accounting services, insurance, postage, phone and other administrative general fundraising expenses. (Note: Expenses from special events, raffles, etc., are recorded in line 11.)
21.	Add lines 19 + 20 [automatically filled in].
22.	Subtract line 21 from line 14 [automatically filled in].
23.	Total assets at end of year.
24.	Total liabilities at the end of the year. Include any "sales tax owed."
25.	Net funds and assets that may be liquidated without restriction.
26.	Net funds and assets that may have time or purpose restrictions, but may eventually be liquidated.
27.	Net funds and assets that must be preserved, or may not be sold, or are permanently restricted for a specific purpose such as endowments, etc.
28.	Add lines 25 + 26 + 27 [automatically filled in].
29.	Add Total Liabilities (line 24) + Net Assets/Fund Balances (line 28) [automatically filled in]. Sum should equal Total Assets (line 23).
30.	Check the appropriate box to indicate if the association is establishing or has established an endowment.
31.	Describe any unusual financial occurrences and/or items needing further explanation.

Minimum Certificate of Insurance Information:

- A. The insurance certificate must contain the following two endorsements
 1. The Insurer will not cancel insured's coverage without thirty (30) days prior written notice to the state, except in cases of nonpayment of premiums, in which instance the insurer shall give the State ten (10) days written notice prior to the effective date of cancellation.
 2. The State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned.
- B. The general liability insurance amounts must be indicated on the certificate and be a minimum of \$1 million per occurrence and \$2 million combined general aggregate.
- C. The address for the State of California as the additional insured must be:

State of California, Department of Parks and Recreation, Interpretation and Education Division
Attn: Cooperating Associations Program
P.O. Box 942896
Sacramento, CA 94296-0001
- D. The association shall supply a certificate, on a yearly basis, showing that the insurance coverage has been renewed or extended. Normally this is done automatically by the insurance company if the state has been named as an additional insured.

PARTNERSHIP SUCCESS FACTORS

Brian O’Neill, National Park Service Superintendent
(1942-2009)

Brian O’Neill, “Mr. Partnerships” of the National Park Service and the Golden Gate National Recreation Area (GGNRA) set the gold standard for park partnerships. Partnerships were how business got done, a way of thinking, and the venue for mission accomplishment and building community support. During Brian’s last years at GGNRA, he determined that 18.5% of the park services were being delivered by NPS staff and the other 81.5% by a host of park partners. These figures underscore the breadth and value of partnerships at GGNRA.

Brian and his staff continually honed their partnership edge by gathering innovative partnership ideas and techniques from other practitioners around the nation and in other countries. The following 21 partnership success factors reflect two decades of using the GGNRA as a learning laboratory. These factors are a synthesis of “best practices” from many sources and were principles guiding Brian’s daily activities.

1. **FOCUS ON IMPORTANT NEEDS** – Partnerships take time to establish and nurture in order to have successful outcomes. The decision to establish a partnership should begin with the belief that an important need can best be fulfilled through a partnership. Potential partners will always be knocking at your door suggesting partnering arrangements. Often we find ourselves in reactive rather than proactive situations -- responding to an idea from an outside party. It is more productive to be proactive. First determine that a partnership is the best way to accomplish an important body of work. Then seek out the partner or partners who might best be able to help. In some cases you may need to create the right partner.
2. **MAKE THE PARTNERSHIPS A WIN-WIN** – Successful partnerships begin and thrive with a clear understanding that mutual benefits will accrue to the partners involved. Each partner may not benefit equally, but each must realize a value-added benefit. Each partner must constantly assess the needs of their respective partners and ensure that individual and collective actions are responsive to those needs. It is important to tie the partnership and its outcomes to the missions of each partner. Partnership initiatives should not only be a great thing to do but also a benefit to each partner. Sharing resources, benefits and recognition for successes keeps the partnership from becoming lopsided, or dominated by any one player. Each partner needs to see their contribution alongside the benefit gained.
3. **ADOPT A SHARED VISION** – Development and continuing refinement of a shared vision of the work to be accomplished is key to the success of any partnership. The shared vision should evolve from the full engagement of all

partners in the relationship. The vision should reflect both the broad body of work and each project or initiative to be undertaken.

Too often, one entity in a partnership independently develops the vision without full engagement of the other partner(s). This violates the underlying premise of a partnership and often results in insufficient ownership or emotional buy-in. Successful partnerships demonstrate a culture of full engagement from the very beginning that leads to collective enthusiasm and achieving results.

4. **NEGOTIATE A FORMAL AGREEMENT** – Good intentions and a handshake are not enough. Partnerships need formal written agreements and work plans that define mutual interests and expectations, the roles and responsibilities of each partner, and clear accountability for the work to be performed. The formal agreement serves as a mutually binding contract to ensure that each partner acknowledges and fulfills their responsibility. Most people are overextended with work, and tasks can fall through the cracks. If a given partnership is important, provide structure for the partnership through a formal agreement and specific work plans that lay out what tasks need to be performed for each initiative, by whom, and when. In a busy world, clearly written intent, roles, process, schedules, and accountability procedures guide performance and follow through. If differences arise or performance lags, the formal written agreement provides a touchstone for accountability, revisiting intent and commitments, reconciliation, and getting back on track. When needed, the agreement should be updated or amended to keep it current.
5. **ENSURE GOOD COMMUNICATION** – The success of every partnership is dependant upon the structure, frequency, and quality of communication between the partners. The most successful partnerships incorporate regularly scheduled meetings or conference calls to review how the relationship is working and progress on individual initiatives or work elements. The work schedule/calendar should reflect the importance of the work. Even the best partnerships do not carry their own momentum for long without a structure for touching base to stay on task and on schedule. The chief executive of each partner entity in a relationship must demonstrate leadership and stay involved to the extent that executive level interest is re-enforced and policy direction is provided on a sustained basis. The executives also are responsible for ensuring that good communication processes are in place within and between each partner entity to maintain the excitement of the collaboration, resolve issues, and advance the work. No partnership can reach its full potential without good communication practices as a core element of the relationship. Partnerships, like any human relationship, are about communication, communication, and communication.
6. **ENSURE THE PARTNERSHIP IS OWNED BY YOUR WHOLE ORGANIZATION** – To succeed, partnerships need to be truly understood and

embraced by the entire staff of the partner organizations. Partnerships often originate as a dream or vision of the CEO or an individual(s) within an organization and the compelling reasons and excitement for the potential outcomes are not shared throughout the organization. This incomplete organizational buy-in inevitably limits or undermines full success when the rationales and commitments are not understood and shared by staff who have responsibilities for implementing the partnership. It is crucial for the leader to invest time and energy to build ownership of the partnership throughout supervisory and staff levels. If the partnership is not understood or accepted as being important, it is difficult to sustain over time, especially when the key individuals responsible for its creation take other jobs or retire. Build a sense of team and a partnership culture so everyone understands the importance and value added by working collaboratively. You need to instill the importance of continually acknowledging the contributions of each party to the overall effort. In essence, individualism needs to be transformed into shared stewardship and responsibility that is re-enforced by actions as well as words.

7. **MAINTAIN AN ENVIRONMENT OF TRUST** – Trust is an essential ingredient for successful partnerships and enables collaboration and contribution. Trust must be demonstrated and earned day by day. A single betrayal can be costly and make it hard to regain the same level of trust between the partners. Trust eroding behaviors include: independent action by one partner that has not been shared with the other partner(s); grandstanding at the expense of another partner; not honoring one's word, commitment or confidentiality; creating suspicion in terms of one's motives; or acting in any way contrary to the best interests of the overall partnership. You build trust through the consistency and integrity of your actions over time. And you have to trust your partners in order to be trusted.
8. **LEAVE YOUR EGO AND CONTROL AT THE DOOR** – The most insidious impediment to good partnerships is the unwillingness or inability of a partner to share power and control. This can be the "Achilles heel" of partnerships. At their very basic definition, partnerships are about shared power, shared vision, and shared responsibility. While one entity may possess a superior position, larger budget, more staff, etc. in a relationship, the execution of the work and credit for accomplishments should not reflect this. This is not about a landlord-tenant relationship. This is about two or more entities working in unity to accomplish important work. A "boss - servant" mentality will lead only to frustration and unfulfilled promise. Partnerships are about "we" not "I." They are about creating an equality of importance - an environment where individual personal egos are subservient to the interests of the whole.

This being said, it is important to help your organization understand that partnering does not mean giving up control or influence, nor does it mean that organizations give up their autonomy. Good partnerships represent a

delicate balance between maintaining one's own identity and adding value to a collective effort.

9. **UNDERSTAND EACH PARTNER'S MISSION AND ORGANIZATIONAL CULTURE** – Every organization has its own culture that is built over time, based on its mission, its practices, its people, its governing values, its traditions, and its institutional history. In any partnership situation, it is important to acknowledge and understand these different organizational cultures, to respect them, and to find ways that these realities can contribute to strengthen the mutual endeavor. The most successful partnerships recognize and value their differences and find ways to integrate them into a workable overarching partnership culture.
10. **UTILIZE STRENGTHS OF EACH PARTNER** – Each entity in a partnership brings special capabilities, unique authorities, and different flexibilities to further the work of the partnership. As specific needs and tasks are addressed, consider the particular strengths of each partner in determining the most cost-effective approach and who best to accomplish a specific task. Successful partnerships are characterized by a flexible approach to how needs and responsibilities are matched given each partner's funding, policies, political connections, and other considerations.
11. **FIND WAYS THROUGH THE RED TAPE** – Partnerships regularly face “red tape” barriers in trying to work across organization lines, especially with public sector partners, which tend to have more regulations. Getting through these barriers and complications takes creativity and persistence. This can lead to heightened frustrations and complications in moving desired work forward in a timely manner. The more entities in a relationship, the more likely that legal, policy, attitudinal, and cultural challenges will be part of doing business. Successful partnerships acknowledge and address these realities up front and take satisfaction in resolving them. Convert your stumbling blocks to stepping stones. Successful partnerships map out the red tape barriers and mobilize whatever it takes to overcome them. It is too easy to point fingers or use these impediments as excuses for derailments and not achieving success. How partners overcome adversity and the institutional complexities of individual partner members will determine, in large measure, the success of the partnership.
12. **BUILD STEP BY STEP** – It is natural for the partners to want early successes. There is a tendency to look at similar partnership arrangements and their results without appreciating all the steps taken that led to the result. You have to invest to get results and process is important to achieve successful outcomes. Every situation presents a different set of opportunities based on the unique social, economic and political realities in which a partnership must operate. Much can and should be learned from the experience of others. Good partnerships take a steady investment of time and

energy to build and develop. Successful partnerships are built incrementally by starting at the beginning, and growing gradually and tackling more complex initiatives based on the competencies gained from the previous efforts.

Successful partners understand the value of due process and earned vs. instant gratification. They recognize that investment in building the infrastructure necessary to achieve future success is important and are willing to forgo premature success in order to achieve larger, more important long-term gains. “Go Slow to Go Fast.” Partners will grow as far in the partnership as the other partner(s) are willing to help or let them. Challenge yourself and your partners to collectively raise the bar of expectations and advance the partnership step-by-step.

13. **STRIVE FOR EXCELLENCE** – A partnership ultimately gains stature and a reputation based on the quality of the work it accomplishes. The most successful partnerships understand the importance of doing everything well. Build an early reputation for excellence and sustain that reputation. This will be an important factor in how others view your partnership and what doors will be opened to you. People, and potential funders, want to associate with important work and a reputation for excellence. Step back and analyze what you want people to say about your partnership’s work and organizations. This standard then should underscore your strategy, behaviors, and actions to ensure your desired reputation is achieved.
14. **DIVERSIFY YOUR FUNDING SOURCES** – The ultimate success of any partnership depends on the human and financial resources it is able to garner. Successful partnerships develop multiple and steady sources of support, particularly for covering basic operational costs and launching new initiatives. There are many examples where partnerships become too dependent on one or too few sources of financial support. When these sources are reduced or disappear, sustainability of the partnership is jeopardized. Building a more diverse funding base is the best hedge against the vagaries of over reliance on fund sources that may be problematic or undependable from year to year. Develop and periodically update a comprehensive business plan that addresses both near and longer term public and private funding sources, and earned as well as contributed funds that will give your partnership staying power and adaptability.
15. **CONSTANTLY SEEK OUT AND ADOPT BEST PRACTICES** – The best practitioners are those who are a sponge for new ideas and always on the lookout for innovation and creativity that can be adapted to their partnership. Too often, we hear statements such as “We don’t do things that way. We’ve always done it this way.” “It won’t work.” “This is too risky.” “You have to tell them what they need to know.” “Don’t let them set the agenda.” While such cautionary thoughts need to be considered, successful partnerships are open

to new ideas and better ways to accomplish their goals. They can readily grasp and adapt best practices. Overcoming resistance to change is one of the major challenges to partnership success.

Partner entities need to seek ways to build in greater flexibility and adaptability in their structure and work in order to take advantage of “partnering moments.” Establish a work environment in which reasoned risk taking and creativity are encouraged and rewarded and people are willing to risk possible failures in order to succeed. Leaders should act as “champions” with the courage to support experimentation and risk taking and run interference when necessary.

Resourcefulness also characterizes successful partnerships. Work together to identify and engage the abundant human talent residing in most communities to participate in and assist your partnership.

16. **ALWAYS BE COURTEOUS AND DIPLOMATIC** – Sustaining successful partnerships involves hard work, practiced effectively and consistently over time. It is essential that strong ground rules be established by the partner entities that will govern how the organizations and individuals will interact and treat each other. There is no room for disrespectful behavior. It serves only to tarnish how partners interact and work together. Honesty, respect, courtesy, tact, and diplomacy, should govern partner relationships.

A useful partnering technique is for the partners to define all behaviors that are crucial to sustaining good relationships and then ensure that accountability measures are in place to re-enforce their ongoing practice. Successful partnerships work constantly on developing effective relationships built on trust and a shared commitment to each other’s interests and success.

17. **HONOR YOUR COMMITMENTS** – Partnership work entails perseverance and follow through by each participating organization and individual. Partnerships require a shared commitment to each other’s success. Sustaining any partnership requires that exciting ideas of interest to the participants actually get executed. Progress depends on each person in the partnership honoring their commitment and following up their words with deeds. When work does not get accomplished, it suggests that the work was not really that important to the individual or organization. This, in turn, builds frustration in the other participants and eats at the mutual trust factor so essential to effective partnering. Successful partnerships address these realities by putting in place reliable accountability measures and regular executive base-touching processes to stay on top of commitments and actions.

18. **CELEBRATE SUCCESS** – It is a mistake to not take time to formally and frequently celebrate successes. Successful partnerships look for every

opportunity to celebrate individual project successes or key benchmarks in the evolution of the partnership. Such celebrations allow the partners to recognize good work being done that re-enforces the goals of the partnership; to gain some outside recognition of the partnership; and/or to demonstrate possibilities for the partnership to grow. People often are reluctant to take the time to celebrate but invariably are pleased when it does occur. Recognizing and celebrating accomplishments helps motivate and spur people on to new challenges. It is a lost opportunity when it does not occur. If one's goal is to build greater community awareness of the partnership, then the partners need to take every opportunity to legitimately "toot their horns" and market their work and successes. Besides many people who pitch in on partnership do so because they believe in the cause and because it is enjoyable. Celebrating success milestones ensures everybody's "fun-quotient" stays high. Especially when results are going to take time, it is important to have some early successes and milestones to enjoy and celebrate to build a sense of accomplishment and momentum.

- 19. RESPECT THE RIGHT TO DISAGREE ; ACT ON A CONSENSUS BASIS –**
There are times and circumstances in partnerships where honest differences will surface and where reluctance to take action on a proposal is deeply held and where compelling reasons are presented on why an action cannot be supported. It is important that partners respect these positions with adequate dialogue and understand the basis of the concerns. In successful partnerships, ground rules are established to give each partner a veto power over proposed actions. Partnership work means reaching consensus among the partners. Homework well done should eliminate most of these differences before they become contentious. There simply is too much good work where commonality of support can be achieved for these situations to erode the core working relationship.
- 20. NETWORK AND BUILD RELATIONSHIPS –** A core competency in partnership work is the ability to network and build relationships. People sell ideas to others. People lend support because people ask them to. Partnerships are by definition about people working together and reaching out to others to gain their emotional engagement. Successful partnerships establish formal systems to identify people who can add value and support. They strategically build new relationships and expand networks to accomplish their priorities. Their relationship building work is deliberate and proactive rather than reactive or coincidental. It is based on a clear strategy of engaging the specific organizations and individuals within the broader community who can advance the work of the partnership. Systematically match your needs with potential sources of support and resources to ensure that effective connections occur.
- 21. PUT MECHANISMS IN PLACE TO RE-ENFORCE THE PARTNERSHIP –**
To realize its full potential, a partnership needs: a clear vision, dedicated and

skilled people, a rewards and recognition program, incentives that stimulate desired partnership activity, sustained management support and involvement, operational funds, and a clear understanding among supervisors and staff of the potential benefits that result from the partnership arrangements. These are complex, but essential, elements to put in place. The seriousness with which they are addressed will determine your degree of success.

It all boils down to how deliberate and strategic you and your partners are in building a “partnership culture” that incorporates these success factors and the commitments you are willing to make. Understand and adapt success behaviors, develop competencies for these behaviors to be regularly practiced, and align your partnership to succeed.

Best Practices of Effective Organizations: ON ONE PAGE

BY MARIANNE PHILBIN

Donors and volunteers are part of the “means” that help nonprofits reach their programmatic “ends,” and the roles they play increasingly require them to make complex decisions affecting nonprofit growth, stability, and effectiveness. Committed as they may be to their favorite organizations, however, few donors, volunteers, or board members actually have time to research current standards in the sector, interview more seasoned peers, carefully follow nonprofit trends, or read textbooks intended for full-time nonprofit professionals.

The day-to-day existence of nonprofits may indeed be dependent on the passionate involvement of civic leaders and community members, but their passion does not necessarily come with extensive background in nonprofit operations or organizational development — or with unlimited time for their nonprofit work.

Sometimes it seems that the more decisions we need our board and volunteers to make, the less time we have to fill them in on what they really ought to know in order to make those decisions properly.

As one business owner newly appointed to a nonprofit board said to me recently, “Okay, tell me everything I need to know about running an effective nonprofit...but keep it to a page.” He was only half-kidding.

In an attempt to rise to that challenge, here is a chart — on one page, as requested — designed to help nonprofit supporters quickly familiarize themselves with the strategies, structures, and best practices that contribute to the development of healthy organizations.

More could be said, of course, about all that contributes to the development of a healthy and effective organization. Over the course of my work with nonprofits, however, I’ve noticed that it’s not the details that

tend to be lost on program officers, board members, major donors, and nonprofit staff. We all do surprisingly well on the details. More often than not, when an organization hits a bumpy patch, it’s because of a misstep back at square one, a fundamental misreading of what’s necessary and appropriate, a wrongheaded notion — in some cases a downright delusion. (The frustrated executive director of one nonprofit I was working with, for example, told me he wanted to “explore alternative models” for his agency. As I worked with him, I learned that what he was looking for was “an organizational model” that wouldn’t require the agency to fundraise or work with a board of directors.)

The chart on the following page offers a quick sketch of the underlying attitudes and approaches that determine the direction of nonprofit organizational growth, and that can often signal whether an organization is headed towards chaos or stability. With our donors and boards, we tend to discuss what we believe about program, but rarely do we discuss what we believe about the rest of our day-to-day work. On what assumptions and around what ideas are we building (or not building) our fundraising program, our communications program, our management and operations strategies? The business of becoming effective organizations requires an awareness of where we stand on all these issues and an understanding of the practices that can best support our development. **CFI**

MARIANNE PHILBIN IS A CHICAGO-BASED CONSULTANT. HER BOOK, *HOW EFFECTIVE NONPROFITS GET THE JOB DONE: A BRIEF GUIDE FOR OVERLOADED DONORS, VOLUNTEERS AND BOARD MEMBERS* (WRITTEN WITH MARCIA FESTEN), WILL BE PUBLISHED THIS SPRING BY NEW VENTURES IN PHILANTHROPY.

CHARACTERISTICS OF	
LESS EFFECTIVE	MORE EFFECTIVE
NONPROFITS	

Mission, Vision, Program

Prompted by individual charitable impulse	Prompted by thoughtful, collective decision-making
Program shaped exclusively by <i>service providers</i>	Program shaped equally by <i>service recipients</i>
View of work is broad, mission is vague	Mission is clear, strategic, niche-specific
Tends to serve private interests	Focused on serving public interest
Programs don't tie into mission	Clarity of mission seen in programs

Team, Structure, Governance

Board and staff roles unclear, melded	Board and staff roles defined, separate
Board micro-manages all functions, even after start-up phase is over	Board sees chief duties as policy-setting, Overall stewardship and financial health
Volunteer development haphazard	Volunteers trained, managed, rewarded
Board believes policies are "implicit"	Board makes policies "explicit" in writing
Decision-making dominated by founders or other small group of stakeholders	Decision-making by board as whole, following established channels and protocols
Board gets involved in hiring all staff	Board only hires ED; ED hires others
Does not keep up with nonprofit standards, or follow widely recommended best practices	Regularly consults and updates policies and practices
Nominations are eccentric and random	Nominations process follows clearly established procedures

Resource Development, Financial Management, Operations

Budgeting often begins with what the organization thinks it can or should <i>spend</i>	Budgeting begins with assessment of needs, and with what the org. thinks it can or should <i>raise</i>
Organization regularly spends outside budget	Organization uses budget as management tool
Fundraising is scattershot, whimsical, afterthought; often heavy reliance on a few	Fundraising is staffed, annualized, maintained by clear systems and multiple

core donors	strategies
Organization hesitant to invest in fundraising, infrastructure or communications; fears spending on anything but program	Organization understands it must invest in itself to survive and grow; to publicize & deliver programs properly, and to reach out to new constituents
Sees fundraising only as means to budget goal	Also sees fundraising as public education & communications, a way to reinforce program
Exclusive reliance on government and foundation grants	Individual contributors also part of the mix, as well as earned income, corporate support
Few board members make financial contributions, think volunteering is enough	100% board giving, no matter what the level
Frequent crisis cash flow borrowing	Short and long-term financial planning and Cash management policies in place
No one reads, understands the budget or audit	Leadership oversees annual budget, understands what audit conveys
Lives within inadequacies of existing space, often tailoring program to the space	Develops facilities plan so that space can ultimately be tailored to program needs

Evaluation and Planning

Operates "on instinct" day to day	Operates with board-approved Strategic Plan
Progresses by fits and starts, project to project	Develops & regularly consults strategic plan; uses planning as a tool for direction setting
Sees evaluation as a one-time "final report"	Sees evaluation as an ongoing feedback mechanism
Asks only the evaluation questions that a funder wants answered	Determines the questions to answer with input from board, staff, constituents and donors
Describes activities conducted, but never gets to the stage of drawing conclusions	Draws conclusions and makes adjustments in program as a result
Uses only the same people who are directly involved in running operations to evaluate operations	Is as objective as possible, drawing on outside perspectives as well as insider knowledge

Source: *LEVEL BEST: How Grassroots Organizations Can Tackle Evaluation*, by Marianne Philbin and Marcia Festen, Chardon Press. Wiley Publishing, October 2006.

POST-TRAINING ASSIGNMENT

Prior to ninety days after the completion of this program, the employee and his/her supervisor should sit down and discuss the impact and assess the effectiveness this program has had on the employee. Then both the supervisor and employee should login to the Employee Training Management System (ETMS) and complete the Post-Training Evaluation form (an email will be sent to both employee and supervisor notifying them that the evaluation needs to be completed).

The post-training evaluation process is intended to provide a bridge between classroom instruction and the on-the-job application of training. The information obtained through this process will assist the training participant, supervisor, and Training Center in providing a return on the investment the Department has on training.

PARTNERSHIP SKILL BUILDING GROUP 15
February 28 – March 4, 2010

Sunday

February 28

1500- REGISTRATION: (Check-in at Asilomar Administration Building) All

Monday

March 1

0800-0815	Program Orientation/MPC Registration	Skinner
0815-0900	Class Introductions/Overview/Class Theme	Mott
0900-1000	Interpretive Trends and Opportunities	Pozzi
1000-1100	Cooperating Association Program Overview/Components	Mott
1100-1200	Legal Authority, Roles, and Relationships	Mott
1200-1300	Lunch	
1300-1400	Develop a Partnership Culture	Coleman
1400-1500	PRC 513 Implementation Guidelines	Mott/Pozzi
1500-1630	Authority and Organizational	Davis/Steele
1630-1700	Parking Lot Issues	Mott

Tuesday

March 2

0800-0805	Course Objective Review	Mott
0805-0920	Interpretive and Non-interpretive Materials and Services	Mott
0920-1100	Best Practices and IRS Reporting	Horan
1100-1200	Risk Management and Insurance	Kelly
1200-1300	Lunch	
1300-1350	Interpreting Insurance Certificates	Mott
1350-1450	Information Security: Awareness and Compliance	Harvey
1450-1500	Break	
1500-1630	Annual Report Preparation and Analysis	Mott
1630-1700	Parking Lot Issues	Mott

Wednesday

March 3

0800-0815	Course Objective Review/Partnership Philosophy	Mott
0815-0900	Spending Money and Promoting Parks	Mott
0900-1000	Effective Communications	Mott
1000-1100	Cultural Resource Stewardship	Lamb
1100-1200	CSPF – Money, Motivation and Members	Keller
1200-1300	Lunch	
1300-1500	Board Development	Kegebein

PARTNERSHIP SKILL BUILDING GROUP 15
February 28 – March 4, 2010

Wednesday

March 3

1500-1630	Fundraising 101	Wilder/ Kegebein
1630-1640	Break	
1640-1700	Parking Lot Issues	Mott

Thursday

March 4

0800-0820	Course Objective Review	Mott
0820-0950	Demystifying Strategic Planning	Bancroft/ Dennis
0950-1010	Break (20 minute to check-out)	
1010-1030	Department Employee Participation in Association Fundraising	Mott
1030-1145	New Collaborations: Removing Barriers	Jackman
1145-1200	Evaluation and Adjourn	Skinner

PARTNERSHIP SKILL BUILDING

28 HOURS

PROGRAM OUTLINE

<u>INTRODUCTION AND WRAP-UP</u>	3.0
Cooperating Association Program Overview/Components.....	
<u>INTERPRETATION, PARTNERSHIPS, AND COLLABORATIONS</u>	6.0
Interpretive Trends and Opportunities	
Building Resilient Partnerships.....	
Effective Communications.....	
Is There a Foundation in Your Future?.....	
Children in Nature Campaign.....	
New Collaborations: Removing Barriers.....	
<u>BUSINESS PLANS, BOARDS, AND LEGAL USE</u>	19.0
Legal Authority, Roles, and Relationships.....	
Raising Money and Promoting Parks	
Appropriate Sales Items	
Fundraising 101 (Sales-Membership-Events)	
Spending Money	
Annual Report – Completion and Analysis	
Interpreting Insurance Certificates	
Board Governance (What You Don't Know Can Hurt You)	
Board Development (A Warm Body Is NOT Good Enough).....	
Planning and Shared Visions	
Business Plans and Best Practices	
Insight and Strategies: Building Commitment.....	
TOTAL HOURS	28

PARTNERSHIP SKILL BUILDING

OVERALL COURSE OBJECTIVES

Purpose: Describe the organization of legal authority for, and policy parameters governing the Cooperating Associations Program and how this major statewide program relates to their local operations. Define the critical factors needed to maintain and enhance effective relationships between California State Parks and nonprofit organizations. Acquire information that can be shared to implement positive changes within their organization.

Learning Objectives: By the close of the class the participant will

1. Describe current laws governing the Cooperating Associations Program and how these laws apply to their local situation.
2. Define the roles and responsibilities between the paid staff and volunteers of California State Parks and a local cooperating association.
3. Identify board of director's governance issues and board development methodologies.
4. Identify the tools available to bring resources to their organization.
5. Increase effective communication and build greater resiliency between the cooperating association and the department.

SESSION LEARNING OBJECTIVES

ORIENTATION / REGISTRATION

Purpose: General orientation and introduction to attendance procedures, meals, lodging, and other details of the Mott Training Center.

Learning Objectives: By the close of the session the participant will

1. Review the Training Center guidelines applicable to attending the program.
2. Be formally registered through Monterey Peninsula College.
3. Be prepared to participate fully in class activities.

CLASS INTRODUCTIONS/OVERVIEW/THEME

Purpose: To build trust and teamwork and understand the major components of the class.

Learning Objectives: By the close of the session the participant will

1. Receive an overview of the Partnership Skill Building (PSB) course.
2. List the major sections and elements of the class.

INTERPRETIVE TRENDS AND OPPORTUNITIES

Purpose: To provide an overview of major challenges facing California State Parks and ways cooperating associations assist the Department in meeting these challenges.

Learning Objectives: By the close of the session the participant will

1. Describe what interpretation is and highlight interpretive trends in California State Parks.
2. Define how cooperating associations can best help California State Parks.

PROGRAM OVERVIEW / COMPONENTS

Purpose: To give participants understanding of the current nature and structure of the Cooperating Associations Program.

Learning Objectives: By the close of the session the participant will

1. Describe the roles of government, the private sector, and the nonprofit sector.
2. Describe the similarities and differences between a cooperating association and other 501(c) (3) organizations.
3. Describe the major Cooperating Association Program components, awards, and incentives in the program.
4. State the authority and responsibility of the CAL function.
5. Describe program evolution, history, and authority.
6. Describe the major laws enabling the Cooperating Association Program and the major reforms in PRC 513 brought by SB 1127.

LEGAL AUTHORITY, ROLES, AND RELATIONSHIPS

Purpose: To clarify the rights and responsibilities of State Parks and cooperating associations.

Learning Objectives: By the close of the session the participant will

1. Describe the three-way relationship that exists between the California State Parks (CSP), cooperating associations, and state volunteers.
2. Describe ways the state may receive donations of cash and material gifts from nonprofit organizations and other donors.
3. Describe how state park services may be funded through a cooperating association.
4. Describe the similarities and differences between the “sales areas” staffed by park staff and those staffed by association personnel.

DEVELOPING A PARTNERSHIP CULTURE

Purpose: To provide an overview of major challenges facing California State Parks and how the Department is meeting these challenges.

Learning Objectives: By the close of the session the participant will

1. Be addressed by the Director of California State Parks.
2. Have a personal communication with the Director of California State Parks.

PRC 513 IMPLEMENTATION GUIDELINES

Purpose: To understand the key directives in the PRC 513 Guidelines and how to apply them to local situations.

Learning Objectives: By the close of the session the participant will

1. Find the text of PRC 513.
2. Describe the purpose and function of the guidelines.
3. Describe the three types of materials and services that may be sold.
4. Describe the annual reporting process.

INTERPRETIVE AND NON-INTERPRETIVE MATERIALS AND SERVICES

Purpose: To understand the similarities and differences between interpretive and non-interpretive materials and services.

Learning Objectives: By the close of the session the participant will

1. Describe and be able to recognize interpretive and educational materials and services.
2. Describe and be able to recognize non-interpretive materials and services.
3. Describe materials and services that may only be provided pursuant to a good faith effort.
4. Describe good faith effort methodology and why it is necessary.
5. Evaluate the appropriateness of a sales item for a particular parks sales venue.

PARKING LOT ISSUES

Purpose: To provide an opportunity to more fully address critical issues that were inadequately covered in prior sessions.

Learning Objectives: By the close of the session the participant will

1. Identify key issues that need more discussion and explanation.
2. Prioritize the issues.
3. Identify these key issues and evaluate how they will relate to their own circumstances.

BOARD AUTHORITY AND ORGANIZATIONAL INTEGRITY

Purpose: To develop an understanding of the theory and practice of board governance.

Learning Objectives: By the close of the session the participant will

1. Describe the major responsibility and liability of the board of directors.
2. Describe the legal challenges and protection afforded board members and how these can be managed.

3. Describe the major governance documents and tools to help an association board avoid legal conflicts.
4. Describe the pros and cons of members and nonmember organizations.
5. Describe some key governance issues facing a board of directors, including reporting requirements to external entities.
6. Describe when favors can become conflicts of interest and how to mitigate them.
7. Describe the Attorney General's Office authority for enforcing California non-profit laws and governance mandates.
8. Describe how an attorney may be used most effectively by an association.
9. Describe some pros and cons of having an attorney as a board member.

BEST PRACTICES AND IRS REPORTING

Purpose: To understand the day-to-day planning and practices necessary for effectively running a nonprofit organization.

Learning Objectives: By the close of the session the participant will

1. Describe the basic steps of reading a financial statement.
2. Define the theory and practice of internal controls.
3. Incorporate budgets into the decision making process.
4. Identify major changes to the IRS reporting process.

RISK MANAGEMENT AND INSURANCE

Purpose: To understand the purpose of risk management and insurance associated with activities and the barriers to effective risk management in the relationship.

Learning Objectives: By the close of the session the participant will

1. Apply risk management and insurance principles to their day to day operations.
2. Describe the common type of insurance nonprofit organizations should consider purchasing.

3. Define the difference between product liability and general liability insurance.
4. Describe the standard ACORD insurance certificate form.

INTERPRETING INSURANCE CERTIFICATES

Purpose: To explain the purpose of and highlight significant aspects of insurance certificates required of all cooperating associations.

Learning Objectives: By the close of the session the participant will

1. Explain the function and importance of an insurance certificate and requirements for these certificates.
2. Recognize the components of a properly prepared certificate, including minimal insurance amounts, and what the two required endorsements should say.
3. Describe the difference between an insurance premium notice and an insurance certificate.

INFORMATION SECURITY: AWARENESS AND COMPLIANCE

Purpose: To emphasize the importance of Information Security as a whole and to provide basic education on the most important aspects of compliance with laws, regulations, guidelines, and reporting in regards to information security. To educate cooperating associations on penalties involved in not pursuing compliance. To assess the current practices of the cooperating associations in regards to Information Security and what they would like further guidance on.

Learning Objectives: By the close of the session the participant will

1. Describe the expectations of State Parks regarding information security.
2. Identify the types of data you may deal with and how to begin the path to compliance with major regulations like PCI-DSS, HIPPA, FIPS, and SOX.
3. Locate self-help sources on information security.

ANNUAL REPORT – PREPARATION AND ANALYSIS

Purpose: Explain the purpose of and highlight significant aspects of the Cooperating Associations Annual Report.

Learning Objectives: By the close of the session the participant will

1. Explain the function and importance of the Cooperating Association Annual Report (DPR 973) and how to properly complete the report and necessary attachments.
 - a. Recognize the components of a properly prepared annual report.
 - b. Describe the requirements for preparing the Calendar Year Financial Summary, IRS 990.
 - c. Describe the use of annual reports in tracking and evaluating performance.

PARTNERSHIP PHILOSOPHY

Purpose: To explore the best practices and necessary components to maintain successful ongoing relationships with an association and between an association and a CAL.

Learning Objectives: By the close of the session the participant will

1. Describe the role of well-planned orientations.
2. Identify specific components in building trust, commitment, and respect.
3. Describe the importance of bringing your partner to the table in a decision-making process.
4. Describe how to develop sound practices that support shared visions/missions.

PARTNERSHIP PHILOSOPHY

Purpose: To increase understanding of key partnership strategies.

Learning Objectives: By the close of the session the participant will

1. Describe the relationship of orientations to organizational effectiveness.
2. Describe how to build respect with community partners.

SPENDING MONEY AND PROMOTING PARKS

Purpose: To understand the policies and sideboards that shape how money may be spent in a cooperating association relationship.

Learning Objectives: By the close of the session the participant will

1. Explain and discuss key criteria for developing appropriate sales items.
2. Describe the similarities and differences between the “sales area at a visitor information facility” and a “gift shop” and why this is important.
3. Identify appropriate and inappropriate ways for spending money in conjunction with a cooperating association.
3. Describe how a contingent fund and reimbursable may be used.
4. Identify a methodology for spending money on parks projects.

EFFECTIVE COMMUNICATIONS

Purpose: To explore the necessary components to establish and maintain successful ongoing communications between a cooperating association and a CAL.

Learning Objectives: By the close of the session the participant will

1. Describe the importance of meaningful communications in producing great relationships.
2. Identify specific components in building effective communications.
3. Describe how to involve the association and park in decision-making processes.

CULTURAL RESOURCES, OPPORTUNITIES, AND CHALLENGES

Purpose: To introduce cultural resources and explain their stewardship in a park environment, particularly as this relates to cooperating associations.

Learning Objectives: By the close of the session the participant will

1. Describe the nature and extent of DPR cultural resources – archaeological sites, historic buildings and structures, and museum collections.
2. Define the principles of cultural resources stewardship and their application by DPR cultural specialists.
3. Identify the opportunities afforded by the cultural resources in our parks for cooperating associations.
4. List the responsibilities of cooperating associations in protecting and managing cultural resources in our parks.

MONEY, MOTIVATION, AND MEMBERSHIP

Purpose: To provide participants with an overview of how the California State Parks Foundation, cooperating associations, and the Department work together to build support and advocate for California State Parks.

Learning Objectives: By the close of the session the participant will

1. Describe the general role of the California State Parks Foundation.
2. Discuss Advocacy Day and how associations may be involved.
3. Describe the Ranger Lane Fund and how to apply for grants from this fund.
4. Describe how the Foundation and cooperating associations have combined efforts to generate support for California State Parks in other projects and venues such as Earth Day.

BOARD DEVELOPMENT (A WARM BODY IS *NOT* ENOUGH)

Purpose: To provide an overview of the importance of developing an association's board of directors to meet specific needs. To explain the role and function of the board of directors of a cooperating association and the major policy and governance issues facing a nonprofit organization. To inspire participants to take steps to apply this information to their organization upon their return.

Learning Objectives: By the close of the session the participant will

1. State how strategic planning drives board development and fundraising.
2. Describe the typical cycle of a nonprofit organization.
3. Describe how to recruit board members with specific skills and talents.

FUNDRAISING 101 – FINANCING DREAMS

Purpose: Using practical examples provide insight and direction regarding sales, fundraising, and gaining support for parks.

Learning Objectives: By the close of the session the participant will

1. State how strategic planning drives board development and fundraising.
2. Describe how to plan for any fundraising activity.

3. Explain the difference between retail sales and fundraising.
4. Describe practical techniques and tools for retail sales, membership, and interpretive events.
5. Describe tools and techniques to increase sales through appropriate selection, display, and merchandise.
6. Develop a program to increase membership in an association.
7. Identify techniques and describe some perils and pitfalls in increasing underwriting and community support for special events.
8. Participate in a discussion of Unrelated Business Income Tax (UBIT).

DEMYSTIFYING STRATEGIC PLANNING AND SHARED VISIONS

Purpose: To develop an understanding of the theory and practice of strategic planning and vision setting between cooperating associations and state parks.

Learning Objectives: By the close of the session the participant will

1. State how strategic planning drives board development and fundraising.
2. State what a shared vision/mission is and why it is valuable.
3. Describe factors to consider in initiating a strategic planning effort.
4. Describe the process for developing and maintaining a shared vision/mission between a cooperating association and a state park district.
5. Describe how to ensure that a strategic plan is implemented (and not “left on the shelf.”)
6. Describe how a strategic plan may be used in board recruitment, to smooth-out working relationships, and assist with organizational assessments.

DEPARTMENT PARTICIPATION IN FUNDRAISING

Purpose: To understand the possibilities and limit of Department participation in fundraising activities of the association.

Learning Objectives: By the close of the session the participant will

1. Identify sections in the standard contract that allow for Department personnel to assist in association personnel fundraising.
2. Describe where to locate the Department's incompatible and prohibited activities policies.
3. List ways to avoid real or perceived incompatible or prohibited activity.

NEW COLLABORATIONS: REMOVING BARRIERS

Purpose: In a safe environment process thoughts, knowledge, and feelings into a realistic plan.

Learning Objectives: By the close of the session the participant will

1. Identify specific actions that could be taken to increase effectiveness.
2. Identify barriers and develop a strategy for overcoming them.

location map for
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