

Alternative Transportation Systems Business Models Evaluation

September 2012



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EXECUTIVE SUMMARY

Federal Land Management Agencies (FLMAs) continuously seek opportunities to address the inherent conflicts between preservation and management of natural and cultural resources and visitor access and enjoyment. Alternative Transportation Systems (ATS) offer options to personal automobile travel including bicycles, buses, rail, and waterborne modes. ATS are effective tools used to mitigate the negative impacts of public access to and within Federal lands.

This report is an analysis of ATS Business Models, or the strategies FLMAs utilize to create and operate high quality/high value/low risk ATS in an environment with competing needs for scarce capital, operating and management resources. A preferred Business Model has not been identified for application in every ATS. Each FLMA unit has unique circumstances and characteristics that will influence the selection of an appropriate Business Model.

While transit and related agencies have full-time staff resources devoted to planning, contracting, operating, and managing ATS, the responsibility for these activities may be shared among various divisions within each FLMA. This may sometimes result in a lack of understanding of industry best practices, risks, and opportunities among regional and unit representatives with varying levels of responsibility related to ATS. The information contained in the report may be useful to FLMA staff making decisions related to ATS Business Model selection for a new ATS, or those evaluating or monitoring existing systems.

The report is organized into the following three major sections that address relevant ATS elements for the Bureau of Land Management (BLM), National Park Service (NPS), USDA Forest Service (USDA/FS), and Fish and Wildlife Service (FWS):

- ATS legal and regulatory framework;
- Business Model overview contract and agreement analysis; and
- Business Model selection guidance and case studies.

Laws, regulations and policies influence the selection of appropriate contracting and agreement mechanisms by FLMAs for the provision of ATS based on partnership arrangements, financial characteristics and the anticipated level of FLMA involvement. Although there are elements and requirements specific to each FLMA, and to a limited degree, individual FLMA units, the broad definitions for the major agreement, contract, and permit type authorizations are shown below.

Agreement Types

- Cooperative Agreements (CA) – This agreement type formalizes a relationship between the United States Government and a state, local government, or other recipient, involving a transfer of value and substantial involvement.

- Interagency Agreements (IAA) – IAAs are utilized between Federal agency partners for the acquisition of services, supplies, materials, or equipment.
- Memoranda of Understanding (MOU) and Memoranda of Agreement (MOA) – MOUs document relationships between two or more parties that describe a framework for cooperation when nothing of value is transferred. Within NPS, MOAs document receipt of funds, goods, or services from a non-federal party.
- General Agreements (GA) – GAs replace NPS MOUs and MOAs and act as a catch all for all agreements that do not commit NPS to any financial assistance and are not CAs or IAAs.
- Challenge Cost Share (CCS) – CCS are used to split funding responsibility and risk among partners for projects that preserve and improve natural, cultural, and recreational resources.

Contract Types

- Service Contracts (SC) - SCs are utilized by Federal agencies when a legal instrument is needed to reflect a relationship between the U.S. Government and a state agency, local government or other recipient when the purpose is to acquire services.
- Concessions Contracts (CC) – CCs are used to leverage the assets within a FLMA to produce visitor services for the benefit of the public from a private concessioner with financial compensation to the FLMA.

Permit Based Authorizations

- Commercial Use Authorizations (CUA) – CUAs are an instrument used by the NPS that allow commercial services with specific guidelines that include shorter terms than concessions with heavy reliance on the service provider and a low level of involvement from the unit.
- Special Use Permit (SUP) – SUPs are a temporary authority for an individual, business or group to occupy FLMA unit property with a wide range of potential uses.

Following the analysis of over sixty FLMA and non-FLMA contracts and agreements representative of various modes, agencies, and regions, a matrix was developed to display the contract and agreement types described above. The contracts were further catalogued based on 48 distinct characteristics. The matrix is designed to provide a snapshot comparison of industry practices related to contracting and ATS service delivery strategies. Following are several highlights from the analysis of the agreements and contracting matrix:

- Although most ATS contracts and agreements were in accordance with the laws and policies that authorized them, some documents would benefit from the use of language clarifying their intent and purpose. Examples are cited where MOU were unclear that the agreement did not commit FLMA resources to a project.

- Contract and agreement terms and requirements vary depending upon the ATS funding source. FLMAs must comply with the terms of the Interagency Agreement with FTA if they are using Section 5320 program funds, while recipients of Section 5307 funding must comply with the more stringent requirements detailed in the FTA Master Agreement.
- Generally, agreement term and termination clauses were found to be liberal with the potential to threaten ATS service should a partner elect to discontinue involvement without cause or inconsistent notice requirements.

In addition to an overview of the contract matrix, the second section of the report also includes an in-depth analysis of the various components of ATS Business Models that are used to create, deliver and manage ATS. Ultimately, the selected Business Model approach is determined in part by each FLMA's legal and regulatory requirements, human and financial resource availability, and commercial business and private partnership opportunities. These form the foundation for the implementation tools (contracts and agreements) that facilitate the provision of ATS. Several key findings include:

- CCs and SCs have the potential to be structured in ways that shield the FLMA from risk, yet still provide a viable opportunity for private operations. Items such as sharing fuel costs, allowance for level of service adjustments and the ability to adjust franchise fees are just a few examples found in the contracts.
- Concession plan requirements are the categorical set of rules for concessioners to follow when submitting a proposal for operations. The plans should include sufficient detail to provide FLMA staff with a thorough understanding of the specific roles and responsibilities that will be assumed by the concessioner.
- Data reporting requirements were varied and in some cases non-existent. Data used in reporting should be relevant to the finance, operation and ATS mode.
- Incentives were found primarily in SCs. Approximately 10 percent of the contracts made provisions for alternative fuel and propulsion vehicles, and a limited number incentivized operating efficiencies. Disincentives were more prevalent in the contracts and agreements analyzed. Many were assigned a "not to exceed" value with financial penalties associated with contractor's failure to meet established performance standards.

In the third section of the report Business Model elements that were previously examined are categorized into four major Business Model types along with brief representative case studies for each Business Model as shown below. A contrast and comparison of Business Models is presented along with guidance on Business Model selection.

- Commercial Service Business Model – Grand Canyon National Park
- Partnership Business Model – Sequoia and Kings Canyon National Park
- Service Contract Business Model – Rocky Mountain National Park
- Owned and Operated Business Model – Scotts Bluff National Monument

Based on the analysis, a simplified Business Model selection flow chart was created to display the major decision points that guide model selection from the perspective of financial sustainability.

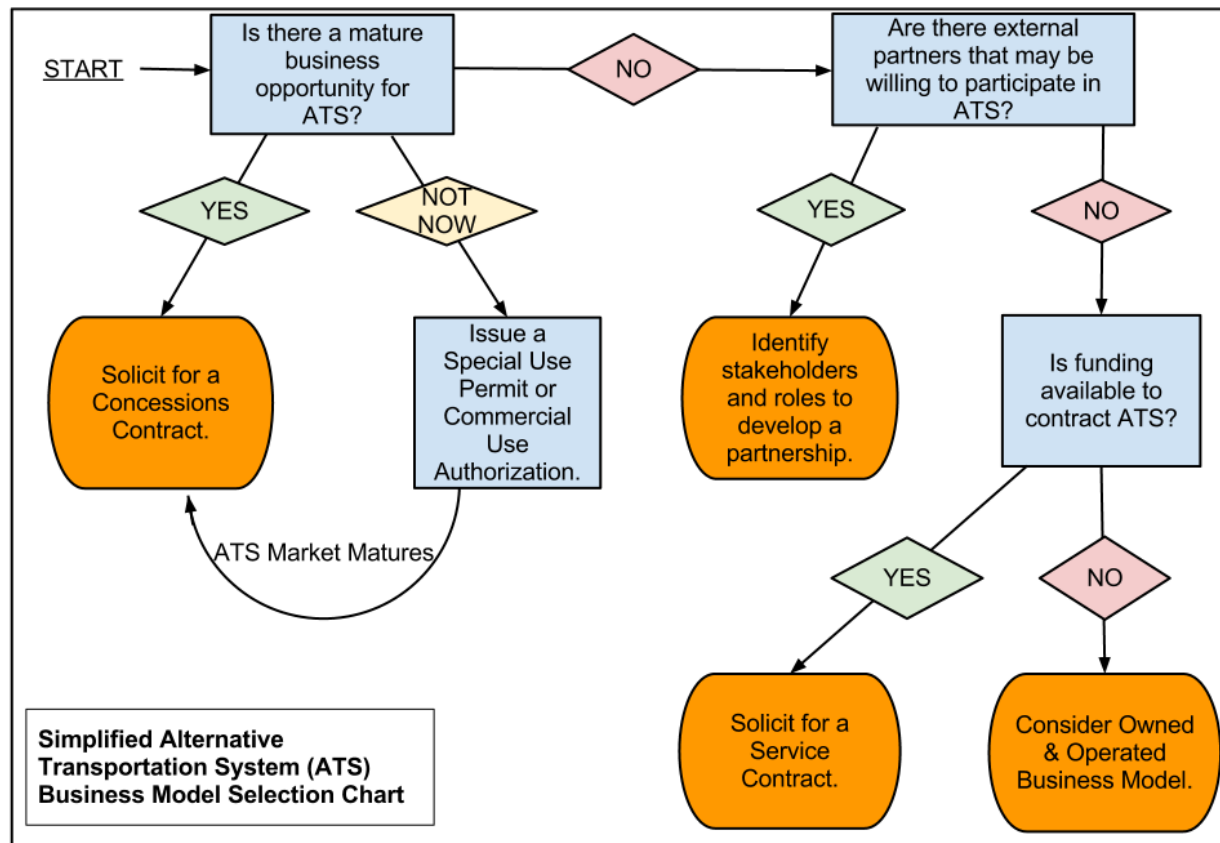


Figure 1: Simplified Business Model Selection Flow Chart

GLOSSARY OF ACRONYMS

ATS	– Alternative Transportation Systems
ADA	– Americans with Disabilities Act
BAFO	– Best and Final Offer
BLM	– Bureau of Land Management
CA	– Cooperative Agreement
CC	– Concession Contract
CCS	– Challenge Cost Share
CODEVISA	– Corporation for the Development of Old San Juan
CS	– Commercial Services
CUA	– Commercial Use Authorization
CVSA	– Cuyahoga Valley Scenic Railroad
CVSR	– Cuyahoga Valley Scenic Railroad
D&F	– Determinations and Findings
EA	– Environmental Assessment
EEO	– Equal Employment Opportunity
FAR	– Federal Acquisition Regulations
FLMA	– Federal Land Management Agency
FLPMA	– Federal Land Policy and Management Act
FWS	– Fish and Wildlife Service
GA	– General Agreement
IAA	– Interagency Agreement
IDIQ	– Indefinite Delivery/Indefinite Quantity
ITS	– Intelligent Transportation System
MOA	– Memorandum of Agreement
MOU	– Memorandum of Understanding

NPCA – National Parks Conservation Association

NPS – National Park Service

NTD – National Transit Database

RFLI – Request for Letters of Interest

RFTA – Roaring Fork Transit Authority

RFP – Request for Proposal

NPCA – National Parks Conservation Association

O&O – Owned and Operated

Pan Tran – Eastern Panhandle Transit Authority

SC – Service Contract

SUP – Special Use Permit

USDA/FS – United States Department of Agriculture Forest Service

YARTS – Yosemite Regional Transit Authority

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1 ATS LEGAL AND REGULATORY FRAMEWORK

Mitigating the negative impacts of public access to and within Federal lands and surrounding communities, while providing enhanced mobility options for visitors and recreational uses are primary functions of Alternative Transportation Systems (ATS). ATS consist of motorized and non-motorized modes, including but not limited to: bicycle and pedestrian trails, trams, shuttles, rail and waterborne modes. Increasingly, FLMA's are evaluating opportunities to deploy or expand ATS in the most efficient and cost effective manner.

Federal Land Management Agencies (FLMA's) utilize a variety of mechanisms to provide ATS, which are based in part on legislation and policy guidance. Business Models are the methods FLMA's use to create and/or deliver ATS to facilitate visitor access to and within Federal lands. FLMA's are subject to a variety of laws, regulations and policies that shape decisions related to the selection of an appropriate ATS Business Model. The four major Business Models include:

- Partnership - the FLMA unit enters into an agreement with a stakeholder to provide shared resources that result in ATS
- Service Contracting - the FLMA contracts with a private service provider with the expertise and capacity to provide ATS
- Commercial Services -- the FLMA affords a business opportunity to a third party that results in an ATS
- Owned and Operated – the FLMA owns and operates the ATS with unit staff, which is sometimes supplemented with volunteer support. These systems typically derive the ability to provide ATS from their legislative authority that concerns preservation of resources and the visitor experience

This section of the ATS Business Model Evaluation report is intended to familiarize the reader with the legal and regulatory environments that shape the provision of ATS and influence decisions related to Business Model selection that are explored throughout the report. The document is an informational resource to aid FLMA regional and unit staff in the selection of an appropriate ATS Business Model based on contracting and agreement mechanisms, partnership arrangements, and financial characteristics. It is not intended to replace legal counsel for guidance on specific legal and regulatory matters. As a matter of introduction to the reader, a distinction is made to illustrate the differences among law, regulation, policy and procedure. Law and regulation dictate what a FLMA is either authorized to do or prohibited from doing with respect to ATS arrangements, whereas policies and procedures are staff-level guidance to carry out the letter and intent of law. Figure 2 further illustrates some of these differences.

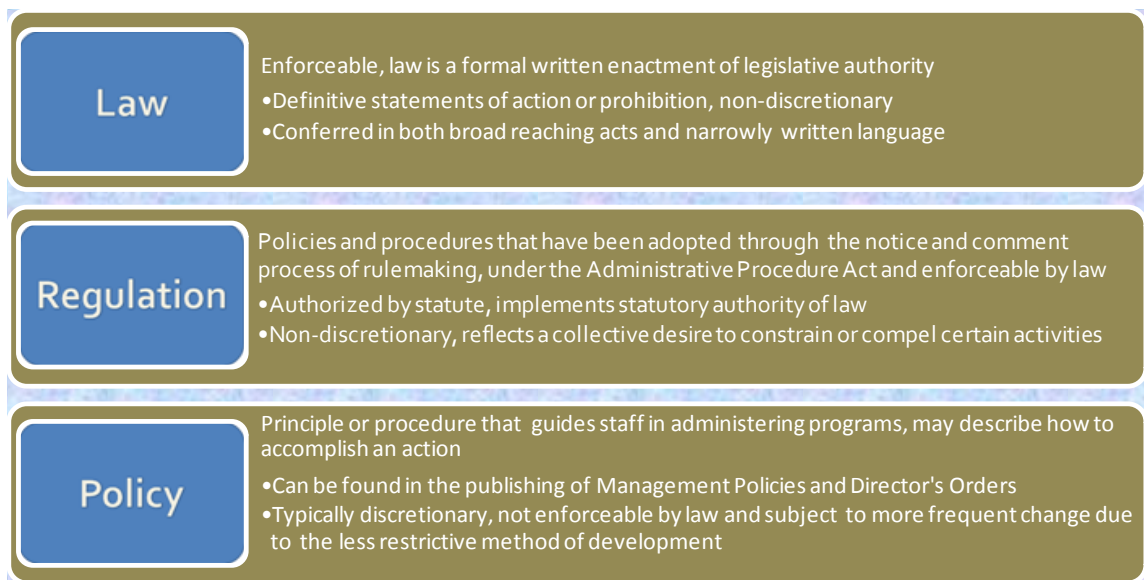


Figure 2: Law, Regulation, and Policy

There are certain laws and regulations commonly referred to as cross cutting requirements that uniformly apply to all FLMAs, and in turn, their respective ATS. Examples include: the National Environmental Policy Act (NEPA), Title VI of the 1964 Civil Rights Act, and the Americans with Disabilities Act (ADA). Others have limited applicability, such as the Alaska National Interest Lands Conservation Act (which is based on geography), or involve only a portion of the process of governance. Other legal authorities such as Maritime Law apply to FLMA units where a waterborne mode, such as a ferry, is utilized.

Additional legal and regulatory requirements and policy guidance that influence FLMA ATS and the contract and agreements tools used to facilitate service delivery are described below.

1.1 FLMA PARTNERSHIP AGREEMENTS - OVERVIEW

Agreements refer to those legal instruments that can be used between partners who collaboratively enter formal relationships to conduct activities. Formal agreements with partners outside the originating FLMA are widely used to facilitate the development, operation and maintenance of ATS. These agreement types are varied and their use is dependent on multiple factors to be described in this section. These factors include:

- Type of partners involved
- Purpose of the agreement
- The role of the originating FLMA
- The level of involvement of the originating FLMA

- The exchange of something of value between partners

The selection of the appropriate agreement type for each FLMA requires referencing permitting authority, relevant regulatory language, and policy guidance. While this section is not meant to supplant the large amount of existing documentation necessary to properly formulate and execute one of these arrangements, it will highlight those points found to be most pertinent to their use. Agreement types used in development of ATS include:

- Cooperative Agreements (CA) – reflect a relationship between the United States Government and a state, a local government, or other recipient, involving a transfer of value and substantial involvement.
- Interagency Agreements (IAA) - utilized between Federal agency partners for the acquisition of services, supplies, materials, or equipment.
- Memoranda of Understanding/Agreement (MOU/MOA) - document relationships between two or more parties that describe a framework for cooperation when nothing of value is transferred. MOA used by National Park Service (**NPS**) document receipt of funds, goods, or services from a non-federal party.
- General Agreements (GA) – replace **NPS** MOUs and MOAs and act as a catch all for all agreements that do not commit **NPS** to any financial assistance and are not CAs or IAAs.
- Challenge Cost Share (CCS) - designed to split the funding responsibility and risk among partners.

These agreements are explored in greater detail in the subsections that follow.

1.1.1 COOPERATIVE AGREEMENT

The Federal Grant and Cooperative Agreement Act (FGCA) of 1977, 31 U.S.C. 6301-6308, was passed to address the potential for misuse of assistance agreements that allowed Federal agencies to avoid using procurement contracts and competition to make awards. This legislation, which applies to all FLMAs, stipulates in Title 31 U.S.C. 6305 that:

“An executive agency shall use a CA as the legal instrument reflecting a relationship between the United States Government and a state, a local government, or other recipient when:”

- The principal purpose of the relationship is to transfer a thing of value to the state, local government, or other recipient to carry out a public purpose of support or stimulation authorized by a law of the United States instead of acquiring (by purchase, lease, or barter) property or services for the direct benefit or use of the United States Government; and

- Substantial involvement is expected between the executive agency and the state, local government, or other recipient when carrying out the activity contemplated in the agreement.

To meet these two requirements, the CA is used instead of an acquisition by means of a contract. These criteria apply to FLMAs (although **USDA/FS** does not use CAs for ATS) and are supplemented with additional guidance from each FLMA. As an example, the **NPS** Agreement Handbook synthesizes additional guidance related to CA use. Within the Handbook, distinctions are made which dictate the selection of this agreement type. ¹

16 U.S.C. 1g further defines the potential partners for the **NPS** to include: state, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations. This language widens the scope of potential CA partners. In practice, this agreement type has been utilized by **NPS** units to provide shuttles operated by local transit agencies, administer a ferry service within a park in cooperation with a state Department of Transportation and facilitate external partnerships both in funding and operations of bus services.

A CA must comply with the FGCA of 1977 and cite the statute that specifically authorizes use of a CA. It is important to note that 16 U.S.C. 1g, a commonly cited authority for this purpose in **NPS**, does not explicitly permit CAs with for-profit entities.

1.1.1.1 USE OF COMPETITION

Normally, competition is required by law for all federal procurement contracts where a sole source acquisition is not justified and documented. Although competition is not required, it is encouraged to the 'maximum extent practicable' when using a CA. The use of a CA cannot be made to avoid competition. A more detailed analysis reveals a few finer points to be made in the practical application of CAs. ²

- Federal Acquisition Regulations (FAR), a set of rules governing the federal government's purchasing process, do not apply to competition for cooperative agreements, but only to acquisitions by contract;
- The decision to award a CA to a particular competitor, unlike the decision to award a procurement contract, cannot be protested; and
- An agency's decision to use an instrument other than a procurement contract, in contrast to an award decision, can be protested.

FLMAs encourage competition in the development of CAs. As one example, the Fish and Wildlife Service (**FWS**) provides guidance that competition is expected in making awards through CA according to policy 505 DM 2, unless otherwise directed by Congress. When executing CAs through a sole source it must withstand scrutiny, should protect the public interest, and should comport with management priorities, objectives and statutory

requirements. This involves publication in the Federal Register and submission of a written justification. That justification must include whether it is an agreement generated by an unsolicited proposal, a continuation, the product of legislative intent, or involves unique qualifications or an emergency. Within these sole source justifications, ATS via a CA are likely to come from an unsolicited proposal or unique qualifications among local partners to furnish transportation services.

To further illustrate the differences between CAs and procurement contracts, the following is a citation from the **NPS** Agreement Handbook's Use of Corrective Action and Quality of Work Standards. The Handbook states that *"the Federal Government uses procurement contracts to establish quality of work standards, to require compliance, and when it has the unilateral right to initiate corrective action when the work is not performed."*

This is an important statement as it relates to agreements or contracts that provide ATS to unit visitors. Agreements do not incorporate punitive actions for failure of a party to meet service goals. CAs are not instruments to both define performance standards for ATS operators to adhere to and introduce penalties for failure to meet those standards.

1.1.1.2 SUBSTANTIAL INVOLVEMENT

One of two primary determinates of when to use a CA is the anticipation of "substantial involvement" between the executive agency and the state, local government, or other recipient when carrying out the activity contemplated in the agreement.

Both **NPS** and **FWS** provide internal guidance for defining substantial involvement. Listed below are the more specific **FWS** examples:

- Participates and collaborates jointly with the recipient partner, volunteer, scientist, technician or other personnel in carrying out the scope of work; trains recipient personnel; or details Federal personnel to work on the project effort;
- Reviews and approves one stage of work before the next stage can begin;
- Reviews and approves proposed modifications or sub-grants, prior to the award;
- Helps select project staff or trainees;
- Directs or redirects the work because of interrelationships with other projects;
- Has power to halt immediately an activity if detailed performance specifications are not met; and
- Limits recipient discretion with respect to scope of work, organizational structure, staffing, mode of operations and other management processes, coupled with close monitoring or operational involvement during performance.

Examples of substantial involvement as defined by **NPS** include:

- Agency and recipient collaboration or joint participation;
- Substantial, direct, agency operational involvement or participation during the assisted activity is anticipated prior to award to ensure compliance with such statutory requirements as civil rights, environmental protection, and provision for the handicapped;
- Highly prescriptive agency requirements prior to award that limit recipient discretion with respect to scope of services offered, organizational structure, staffing, mode of operation, and other management processes, coupled with close agency monitoring or operational involvement during performance beyond the normal exercise of federal stewardship responsibilities to ensure compliance with these requirements; and
- **NPS** participation in the development of interpretive messages presented in various interpretive media (videos, waysides, brochures, etc.) being undertaken by cooperators with funds provided in the cooperative agreement.

Alternatively, the need for a procurement contract is indicated when performance reporting and a review to ensure that the objectives, terms and conditions of the award are necessary.

1.1.1.3 AGENCY SPECIFIC COOPERATIVE AGREEMENT GUIDANCE

FWS is encouraged to use CAs, specifically in road management activities as described in the Code of Federal Regulations, Title 43, 24.6. By reason of the Congressional policy (e.g., Fish and Wildlife Coordination Act of 1956) of State-Federal cooperation and coordination in the area of fish and wildlife conservation, State and Federal agencies have implemented Cooperative Agreements for a variety of fish and wildlife programs on Federal lands. This practice shall be continued and encouraged. Appropriate topics for such CAs include but are not limited to road management activities affecting fish and wildlife and their habitat.

FWS also provides guidance on CA structure and contents. CAs should:

- Describe the relationship based upon the degree of involvement of the partners;
- Set forth the respective rights and obligations of the parties in such areas as project performance and management, partial or total termination of the work, changes in the scope of work, period of performance, application of funding and resources, title to property, records maintenance, access and liability;
- Be clear and concise and include terms agreed upon between the parties; and

- Define and allocate respective responsibilities, obligations, rights, and accountability as appropriate to the particular project. Requirements contained in statutes and implementing regulations will govern.

NPS publishes a sample CA template in the NPS Agreements Handbook, which is a useful example of one method of agreement structuring. It can be universally applied across contracts and agreements and is explicit in its assignment of project responsibilities. It consists of two or more sections depending on the number of cooperators involved and stipulates the “*FLMA will perform the following duties*” each to be followed with responsibilities. Inclusion of this framework in agreements is essential to remove all ambiguity in addressing any future confusion of roles.

FWS internal guidelines require a statement of joint objectives, a project management plan (where applicable), general terms and conditions and specific conditions of the project. FWS reiterates that a CA is used when the primary purpose is to provide “*public support or stimulation*,” rather than to acquire goods or services for the “*direct benefit or use*” of the Government. The CA must be authorized by federal statute.

The Bureau of Land Management (**BLM**) offers pointed direction on how and when to use agreements versus procurement contracts. The Federal Land Policy Management Act (FLPMA) as amended, a primary authority, states that “*the Secretary may enter into contracts and cooperative agreements for the management, protection, development, and sale of public lands*”.³ There are no limitations on the type of recipient. This is in contrast to the Grant and Cooperative Agreement Act, which does not specify for-profit entities as cooperative partners. Like the other FLMA, there must be substantial BLM involvement during the course of a CA. For example, a CA may be appropriate if both BLM and the recipient perform the work effort together.

The USDA Forest Service (**USDA/FS**) definitions describe a CA in a similar fashion to the other FLMA.⁴

Cooperative Agreement - A legal instrument under Federal assistance used by **USDA/FS** to document a transaction where **USDA/FS** is substantially involved in project performance. Often, this term is used in a general sense to refer to one of several types of agreement with partners/cooperators. If on National Forest Land, then a different instrument such as a CC will be used.

Cooperator/Partner - An individual or entity that voluntarily desires to cooperate with **USDA/FS** on a project and is willing to formalize the relationship by entering into some form of written agreement.

Cost-sharing - The value of a cooperator’s in-kind contributions (including third party contributions) consisting of allowable and reasonable costs. The terms “cost-sharing” and “matching,” in this part, are synonymous.

Deliverable – A product, service, or property that is a performance requirement of a contract or agreement.

1.1.2 INTERAGENCY/INTRA-AGENCY AGREEMENTS

Interagency Agreements (IAAs) are utilized between Federal agency partners. The Economy Act of June 30, 1932 (31 USC 1535, P. L. 97-258 and 98-216 Section 601) authorizes one Federal agency to requisition work, services, supplies, materials, or equipment from another Federal agency. IAAs used for the purpose of acquiring goods and/or services are governed by Federal Acquisition Regulation (FAR) 17.5, Interagency Acquisitions under the Economy Act.

The Economy Act is the unifying authority and basis for FLMA IAAs. A variety of published guidance is given within each FLMA governing how to use and structure the arrangements. **BLM** states that the exchange of funds between agencies requires that these are subject to the limitations for use of the funds of both agencies (the agency paying for services and the agency receiving funds). For example, the **USDA/FS** dictates a justification be submitted to document that the procurement from a Federal agency is cheaper or more economical than buying from a commercial source, to ensure an IAA is the appropriate tool. Additional requirements from the Forest Service Manual 1580.11 include a full recovery of both direct and indirect costs of any work and allowing for payment to either be in advance or by reimbursement.

Examples of IAAs relevant to FLMA involve the Federal Transit and Federal Highway Administrations (FTA/FHWA). A prominent example is the **FWS** and FHWA agreement governing public roads within the National Wildlife Refuge System.⁵ This IAA documents the processes and responsibilities of each agency in order to meet the requirements of Title 23, 23 U.S.C. concerning roads under the jurisdiction of **FWS**. The IAAs between FLMA and the FTA detail the requirements for recipients of Section 5320 Paul S. Sarbanes Transit in Parks Program funding.

IAAs may also be facilitated by Service First Authority, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, PL. 106-291, as amended. This Act is designed to improve customer service between the U.S. Department of Interior and land management agencies (**BLM, NPS, FWS**) and the **USDA/FS**, by providing streamlined, one-stop shopping across agency jurisdictional boundaries for public land users, and to enhance work accomplished between Federal agencies through shared facilities, services and employees.

1.1.3 MEMORANDA OF UNDERSTANDING/AGREEMENT AND GENERAL AGREEMENTS

MOU document relationships between two or more parties that describe a framework for cooperation, each with specific responsibilities that benefit parties to the arrangement. Often MOU are executed to formalize existing activities and ensure coordination among

cooperators. In the context of ATS, MOU can be useful in start-up systems or pilot activities that begin with a non-financial arrangement between any governmental, non-profit or for-profit entity. Although law and regulation vary across FLMA's governing use of MOU, one common component to all requires that nothing of value can be exchanged between partners in an MOU. If anything of value is to be exchanged in the arrangement, another agreement mechanism should be used.

FWS require that MOU be based on the statutory authority that leads to the formation of the partnership. Further distinction of the appropriate use of MOU reveals that its use should be guided by an agreement on processes, products or outcomes, and work with others on issues of mutual interest.

The **USDA/FS** does not have any specific legal authority for MOU that dictate content or circumstances under which they can be used.⁶ However, the underlying activities covered by MOU must be authorized by laws or regulations governing **USDA/FS** programs. The **USDA/FS** Agreement Handbook provides policy guidance on what can and cannot be done within MOU.

Things that can be done:

- Align programs or activities that benefit from coordination with Federal agencies, domestic institutions, organizations, foreign organizations and governments;
- Eliminate duplication of efforts by the parties; and
- Document existing informal coordination.

Things that cannot be done:

- Obligate or fund projects;
- Exchange funds, property, services, or anything of value; and
- Perform work that isn't authorized by program legislation.

An example of what can be done in an MOU based on the bullets above would be to coordinate transportation schedules among providers that service unit visitors. For instance, a FLMA unit that operates or contracts a visitor shuttle from a larger transfer point outside its boundary could execute an MOU with a local transit agency to schedule vehicle arrivals to reduce passenger wait time between vehicle transfers. This action requires no exchange of funds, is consistent with the mission of providing quality visitor services, and benefits all parties to the arrangement.

USDA/FS policy states that MOU are not a prerequisite to establish a funding agreement, but instead, to establish a framework or larger relationship.

BLM echoes this notion by stating MOU are not needed to authorize a CA, grant, or contract. **BLM** specifically outlines that MOU cannot commit to future noncompetitive contracts with the partners to avoid any of the procurement laws and regulations.⁷

Within **NPS**, the use of the terms MOU and MOA have been discontinued in favor of GAs which reflect a relationship that does not commit **NPS** to any form of financial assistance. GAs within the **NPS** may establish an administrative framework through which a subsequent CA or IAA will be executed. When used this way, the GA may be incorporated into and succeeded by the CA. GAs are intended to be generic instruments that act as a catch-all for describing any agreement that is not a CA or IAA. These may include:

- Agreements with "friends" organizations;
- Programmatic agreements with other Federal agencies;
- Planning and development agreements;
- Cooperating association agreements;
- Fund-raising or donation agreements;
- Reimbursable and non-reimbursable law enforcement assistance and fire-fighting agreements with state or local agencies; and
- Arrangements under which a non-governmental entity will reimburse the NPS for supplies or services authorized under 16 U.S.C. 1b(5).

In the past, **NPS** has provided policy direction to transition agreements away from MOU. MOU may still be used when a partner to an agreement may be unable to enter into a GA or when a legacy MOU hasn't yet been renewed. Within **NPS**, MOU typically document a handshake agreement and MOA document the receipt of funds, goods or services from a non-federal entity. Similarly, in 2001, **FWS** Director's Order #139 stated the agency would be converting existing MOU and MOA to the appropriate instrument related to visitor services. According to this order, this change is needed to address the enforcement of the prior misapplication of MOU to commercial agreements.⁸

1.1.4 CHALLENGE COST SHARE AGREEMENTS

Challenge Cost Share (CCS) is a program that originated in the mid 1980's, which was designed to split the funding responsibility and risk among partners of certain conservation projects. CCS maximizes the use of federal money by leveraging funds from non-Federal partners interested in resource preservation. One primary feature setting CCS apart from other agreement types is the emphasis on using shared financial resources as the basis for initiating a cooperative project. In some cases CCS may be used initially, then later result in a CA procurement contract.

Within **NPS**, CCS is found in 16 U.S.C. Section 1f. Policy across FLMAs encourages CCS projects where authority and funding exists to further the mission of an agency. The **BLM** is authorized under Title 31, P.L. 101-512 *“to negotiate and enter into cooperative arrangements with public and private agencies, organizations, institutions, and individuals, to implement challenge cost-share programs.”*⁹ The **USDA/FS** authority to carry out CCS is found in the Department of Interior and Related Agencies Appropriations Act of 1992. USDA/FS also provides additional policy guidance related to CCS that includes:

- Expenditures must be equal to value received;
- **USDA/FS** may reimburse cooperator for part of actual costs of materials and/or labor;
- Advance payment may not be made (unlike Interagency Agreements);
- Appropriated funds cannot be used for improvements on non-federal lands;
- Match can be cash, real or personal property, services, and/or in-kind contributions;
- Financial plans required prior to start of work;
- Program income resulting from project must be shown on financial plan;
- Modifications do not need to retain the cost share ratio, but do need to be commensurate with level of effort or funding provided; and
- Federal Acquisition Regulations are applicable where FLMAs have 50% or more of contract value.

CCS can be used to fund ATS where the transportation service helps mitigate degradation of a natural resource. ATS accomplish this by lessening the environmental impact of personal vehicle travel. While alternative transportation can also improve visitor access and reduce the need and cost of infrastructure improvements, the case must be made for conservation as the outcome for funding the project to meet CCS criteria.

An abridged version of the **BLM** agreement and contract decision tree is useful to convey a high level procedural method to instrument selection. As shown in Figure 3 below, by following the decision tree through its process, a CCS agreement is the appropriate agreement type if the purpose is to provide funds to match those of another public or private partner. Similar trees are also published by **FWS** and **USDA/FS**. **NPS** provides this type of material in its Agreements Handbook. In all cases, any chart used as a tool should be reinforced by the individual FLMA policy supporting it.

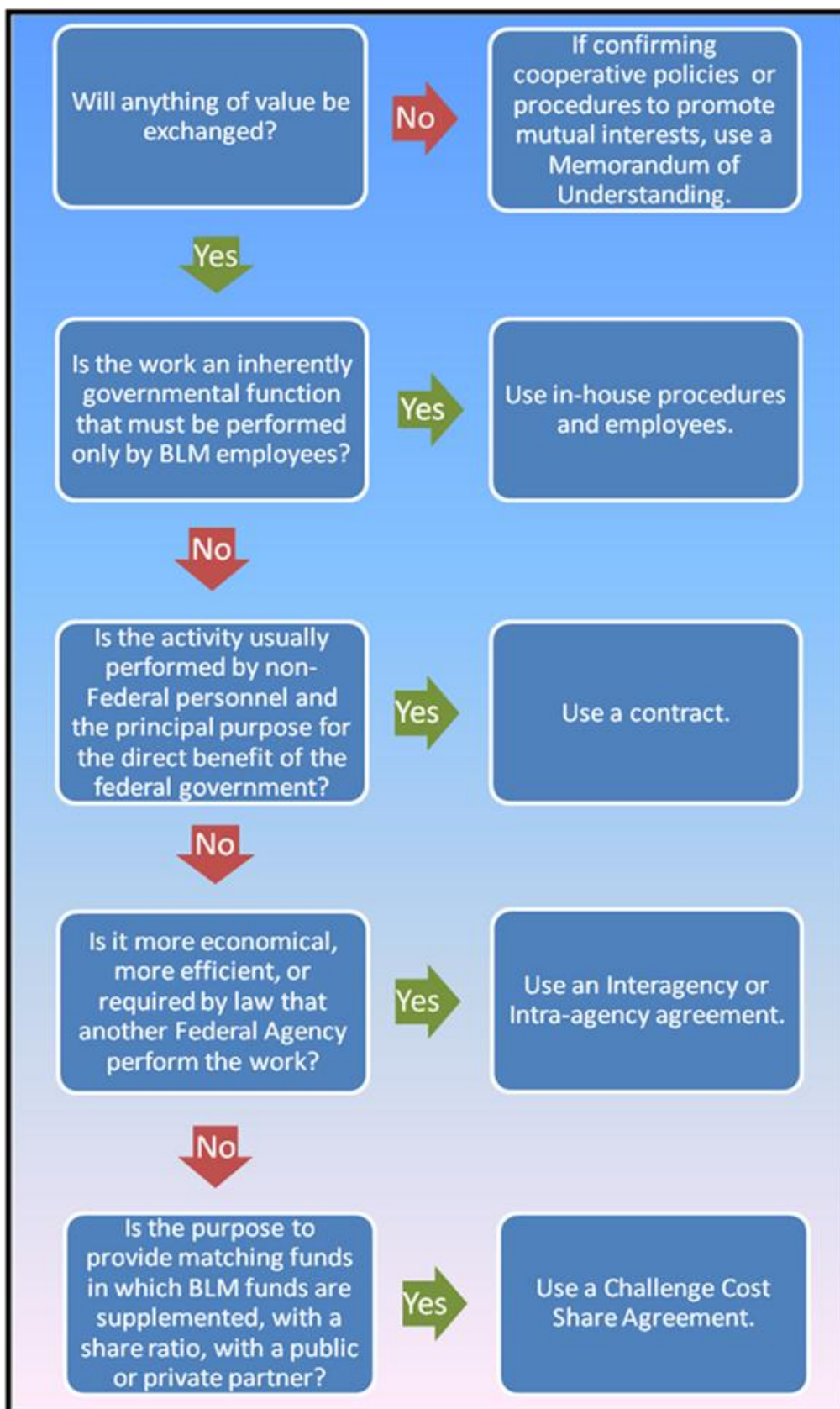


Figure 3: Abridged BLM Agreement Decision Tree

1.2 SERVICE CONTRACTS

Contracts formalize relationships that carry obligations and monetary consequences when expectations are unrealized. Service Contracts (SC), a type of procurement contract, are to be utilized by Federal agencies when a legal instrument is needed to reflect a relationship between the U.S. Government and a state agency, local government or other recipient when at least one of the two following conditions are met:

- When the primary purpose of the arrangement is to result in acquisition (by purchase, lease or barter) of property or services for the direct benefit of use of the federal government, or
- When the agency decides in a specific instance that the use of a procurement contract is appropriate.

This language is from Title 31 U.S.C. 6303 governing the use of procurement contracts for Federal agencies. In its purest form with regards to ATS, a SC is an arrangement that allows fees for services where the originating FLMA enters a contractual relationship with a service provider. FLMA units can opt to execute a service contract in situations where they may be legally required to operate ATS via legislative mandate, or are compelled to contract an ATS that is consistent with a unit mission and master planning, as well as to transition a unit owned and operated system to another provider. Public Law 105-391 provides that service contracts entered into solely for transportation within **NPS** shall be no more than 10 years in length, with a five-year base period and annual extension for an additional five years. When procuring ATS, a FLMA unit typically releases a solicitation that encourages competition and requests proposals from prospective bidders. These competitive proposals can be evaluated based on cost to the FLMA and other factors that include competence, prior experience and capacity to successfully meet the terms of the agreement.

Federal Acquisition Regulations (FAR) apply to service contracts. FAR Part 16 and Part 17 discuss the types of contracts, which include:

- Fixed Price
- Cost Reimbursable
- Incentive
- Indefinite Delivery – Indefinite Quantity (IDIQ)
- Time and Materials

1.2.1 FIXED PRICE – SUBPART 16.2

A firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type

places maximum risk upon the contractor and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs and perform effectively and imposes a minimum administrative burden upon the contracting parties. The contracting officer may use a firm-fixed-price contract in conjunction with an award-fee incentive and performance or delivery incentives when the award fee or incentive is based solely on factors other than cost. The contract type remains firm-fixed-price when used with these incentives.

1.2.2 COST-REIMBURSABLE – SUBPART 16.3

These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the contracting officer. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use a fixed-price contract.

1.2.3 INCENTIVE – SUBPART 16.4

Incentive contracts as described in this subpart are appropriate when a firm-fixed-price contract is not appropriate and required supplies or services can be acquired at lower costs. In certain instances, incentive contracts may improve delivery or technical performance, by relating the amount of profit or fee payable under the contract to the contractor's performance.

1.2.4 INDEFINITE-DELIVERY/INDEFINATE-QUANTITY (IDIQ) – SUBPART 16.5

There are three types of indefinite-delivery contracts: definite-quantity contracts, requirements contracts, and indefinite-quantity contracts. The appropriate type of indefinite-delivery contract may be used to acquire supplies and/or services when the exact times and/or exact quantities of future deliveries are not known at the time of contract award.

1.2.5 TIME & MATERIALS/LABOR HOUR – SUBPART 16.6

A time-and-materials contract may be used only when it is not possible at the time of executing the contract to estimate accurately the extent or duration of the work, or to anticipate costs with any reasonable degree of confidence.

In summary, fixed price contracts that commit the contractor to ensure performance and price certainty provide a portion of risk transfer away from the FLMA. These contract types can be used to procure transportation services and allow for a budgetary constant. One pitfall might be overpaying for the price certainty and risk transfer to the contractor. However, competition inclines bidders not to inflate prices above their competitors. Another way to structure a SC for ATS would be to have vendors submit prices based more

directly on service provided; typically, this would be based on days of service, number of trips, or rate per revenue hour, and would be appropriate where quantities may fluctuate.

FAR Part 52, titled *Solicitations and Contract Clauses*, has an extensive set of contract requirements and prohibitions that may be used in these service arrangements. Two notable clauses which FLMAs may use verbatim in contracts are:

- Evaluation of Options
- Indefinite Quantity

1.2.6 EVALUATION OF OPTIONS - PART 52.217.5

The use of contract options, as described in FAR Part 17 Special Contracting Methods, allows an FLMA to include optional capital and service requirements that they are not bound to purchase. This can be useful when contracting service delivery prior to determining whether certain lines or routes are viable, because the FLMA does not yet know the contractor's price for delivering the service.

Clause: *"Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s)."*

1.2.7 INDEFINITE QUANTITY – PART 52.216.22

An indefinite quantity contract allows flexibility for the government agency to set a range of acceptable service levels in a contract. With regard to ATS, start-up services or those which may be affected by outside influences such as road or weather conditions may benefit from this arrangement. Additionally, where ATS funding may be inconsistent or time limited, indefinite-quantity protects the government from unknown circumstances that can affect service. IDIQ contracts have also been found useful in procurement of professional services to develop competitive prospectus documents.

Clause: *"This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."*

SCs contracts can be useful for planning and implementing ATS for a FLMA unit. These contracts call for payment from an FLMA, because certain ATS such as bus shuttles tend to

require subsidies beyond any recovery of user fares or fees to operate. In that sense, within the overall context of ATS and financial sustainability, SCs are not an optimal tool as they require resources from the Federal Government to operate. As summarized below, commercial services such as CCs and Commercial Use Authorizations (CUAs) better address issues of finance as alternatives to sustain ATS development and operation.

1.3 CONCESSIONS, COMMERCIAL USE AUTHORIZATIONS & SPECIAL USE PERMITS

Unlike SCs that involve FLMA directly procuring services from a provider for the direct benefit of the federal government, three additional mechanisms are available to FLMA for the provision of ATS. These include Concession Contracts (CCs), Commercial Use Authorizations (CUAs), and Special Use Permits (SUPs). Because the services are not directly received by the Federal government, the statutory and/or regulatory requirements governing procurement contracts previously described do not apply.

1.3.1 CONCESSIONS CONTRACTS

CCs are often used to leverage the assets within a FLMA to produce visitor services for the benefit of the public from a private concessioner. A revenue component allows for a reasonable profit to the concessioner and financial compensation to the FLMA in the form of a franchise fee. This assumes an underlying business model that can support these outcomes. There are many factors that go into the calculation of whether a FLMA can or cannot offer a concession opportunity to generate what may be considered a win-win situation when properly executed.

CCs often “bundle” several types of services into one contract. For example, a concessioner may be responsible for lodging, food and beverage, and transportation within a FLMA unit. In most instances, stand-alone transportation services would not generate a profit for a concessioner, but in combination with other revenue generating opportunities, a business case can be made for providing a transportation component.

Concessions also differ from SCs in that CCs are a unique government arrangement that requires the contractor to accept terms and conditions necessary to support the goals of preservation and protection of parks and visitors.

The authority for each FLMA to enter into CCs is varied. **NPS** is guided by Public Law 105-391, also known as the National Parks Omnibus Act of 1998. Within the complete omnibus is Title IV, which describes **NPS** Concessions Management, largely updating the 1965 Act, which first laid out concessions guidance for the park system.

FWS established the basis for the scope, policies and responsibilities for concessions contracts from the National Wildlife Refuge System Administration Act of 1966, amended in 1997, 16 USC 668dd. The **BLM** Recreation Concession Management Program is authorized

under the Federal Lands Policy and Management Act of 1976 (43 U.S.C. §1701). In the **USDA/FS**, section 7 of the Granger-Thye Act, 16 USC 580d authorizes concessions.

1.3.2 COMMERCIAL USE AUTHORIZATIONS (CUA)

CUAs refer to an instrument used by the **NPS** that allows commercial services with specific guidelines that include shorter terms than concessions, with heavy reliance on the service provider and a low level of involvement from the unit. Unlike concessions, they do not allow for **NPS** assets to be used by the service provider. CUAs are used in situations where the transportation service is not required but authorized because it enhances the visitor experience with minimal impact on park resources.

1.3.3 SPECIAL USE PERMITS (SUP)

SUPs take on a slightly different meaning across FLMAAs. Within **NPS**, SUPs are used to issue authority for a short-term activity that takes place in a park area and provides a benefit to an individual, group or organization, rather than the public at large. Due to the exclusion of the general public and time limited nature of the permit, SUPs in the parks are not prevalent in transportation systems. SUPs at the other three FLMAAs are issued for a wide range of uses. Allocations, administration, and management of SUPs reflect the business and recreational nature of each agency. For example, the **USDA/FS** issues a SUP to authorize government-owned concessions.

1.3.4 STRUCTURE AND REQUIREMENTS OF CUAS VS CONCESSIONS

One of the best ways to illustrate the differences between concessions and permit oriented commercial services, such as CUAs, is to compare the two types of arrangements as summarized in Table 1 below. Examples from **NPS** are used because of the well-developed set of programs for each commercial authorization. Because authorizing law is not uniform, the following comparison cannot be applied verbatim to all FLMAAs. Instead, the table displays the qualities of each arrangement to understand the appropriate use of a CC contract versus that of a short term authorization or permit.

Table 1 is a modified version of a table published by Acadia National Park. It is provided as a quick reference to the elements of each commercial authorization type. The elements of each commercial instrument are described below beginning with the structure of CCs.

Table 1: Standard & Simplified Concessions and CUAs in the NPS

Commercial Authorization	Standard Concessions	Simplified Concessions	Commercial Use Authorizations
	Concession Act 1998 / Short Form Concession		
Authority	P.L. 105-391	Contract	16 U.S.C. 1 / 36 C.F.R. 5.3
Term	5 to 10 years	5 to 10 years	1 or 2 years
Solicited Proposals	Yes	Yes	Yes, when unit limits numbers
Required Services	Yes	Yes	No
Authorized Services	Yes	Yes	Yes
Services Allowed	Yes	Yes	Yes
Construction Allowed	Yes	No	No
Compensation for Investment	Leaseholder SI.	No	No
Right of preference in renewal	Limited	Limited	No
Preferential Right	No	No	No
Assigned, amended, extended	Yes	Yes	No
Assigned land or facilities	Yes	Yes	No
Fees	Franchise	Franchise	Application, Admin & Monitoring

Category I CCs either require or allow capital construction or improvement of park area land. They require the concessioner to perform capital maintenance on assigned facilities and may require the establishment of a maintenance reserve fund. Category I contracts utilize the Standard Concessions template, primarily due to the contractual language needed to provide for adequate capital improvement accountability and reimbursement for a portion of the concessioner's capital investment in the form of a Leaseholder Surrender Interest (LSI) at the end of the contract period.

Category II contracts are used where the concessioner operates on FLMA assigned land and/or within an assigned facility but is not allowed to construct or install a capital improvement. Category II contracts would use the Simplified Concessions template.

Category III contracts are used when no land or facility is assigned to a concessioner and no capital improvements are allowed. These contracts utilize the Simplified Concessions form.

Category I contracts may involve a large bundling of a unit's services for concessions, where the transportation requirements may only be a portion of the overall arrangement. Capital improvements within a CC may not pertain directly to the ATS; however a Category I contract is required if there is any capital investment in a unit resource. Category II and III concessions are similar; however Category III most closely resembles a CUA where resources are not assigned to the service provider. Each of these contract types has been used for deployment of ATS within **NPS**.

1.3.5 AUTHORITY

Whereas the variety of legislative authority for concessions across FLMA was previously described, CUAs come under the primary authority of 16 U.S.C. 5966 (P.L. 105-391, Section 418). This authorizes, but does not require the **NPS**, except upon request, to issue CUAs to persons, individuals, or corporations to provide commercial services to park area visitors in limited circumstances. In addition 36 CFR Section 5.3 states:

“Engaging in or soliciting any business in park areas, except in accordance with the provisions of a permit, contract, or other written agreement with the United States, except as specifically authorized under special regulations applicable to a park area, is prohibited.” CUAs are not concessions issued under the Concessions Policy Act of 1965 (79 Stat. 969, 16 USC 20). This is an important distinction, because it generally limits the scenarios for which CUAs can be used.

1.3.6 TERM

In the past, CCs have been executed for as many as 30 years under the 1965 Concessions Act. However, management policy issued in 2006 under the 1998 Act states that concession terms are generally 10 years or less, with terms up to 20 years only allowed by the Director in special cases involving significant capital improvements. By contrast, **FWS** Director's Order policy describes major concessions with a term of between five and 20 years and minor concessions, with terms ranging from one to five years.

CUAs are considerably shorter and are issued for either one or two year terms. Law restricts the maximum length of a CUA to two years. Additionally, the 1998 Act states there is no preferential right given for renewal of a CUA.

1.3.7 SOLICITED PROPOSALS

CCs are competitively awarded subsequent to the development of a prospectus and release of a public solicitation. Larger concession solicitations may be handled by a regional or central office when the value of the contract is expected to exceed \$3 million, while others may be originated locally. These prospectuses require the development of a financial model that ensures the viability of a concessions operation relative to the size and risk involved. 16 USC 5952 Sec 403 describes the conditions for award for CCs within **NPS**. They include meeting minimum requirements such as a franchise fee; describing any facilities, services and capital investments the concessioner will provide; as well as measures to protect, conserve and preserve the resources of the unit. To meet these requirements, a number of plans are required to be included in concessioner proposals that include:

- Operating Plans - An exhibit to any CC that will clearly distinguish the responsibilities of both the concessioner and **NPS**. Standard introductory language is required as published in the Federal Register “**NPS** Standard Concessions

Contract” and may also include operating requirements unique to the unit operation.

- Maintenance Plans - Required from the concessioners to demonstrate how they will perform all maintenance and repair of facilities, land and utility systems assigned for their use. This would not apply to Category III simplified concession arrangements where no assignment is given.
- Environmental Management Program - Required to meet environmental goals by being in compliance with applicable laws regarding human health and the environment, as well as utilizing best practices in all facets of visitor services under the contract.
- Risk Management Program - Proposers are required to develop a risk management program that is sized and scoped appropriately to the operation, in accordance with the OSHA Act of 1970 and **NPS** concession risk management program.

Selection of the best proposal is achieved by considering the responsiveness to **NPS** objectives, the experience of the proposing entity, and the financial capability of the proposer. The required franchise fee is a secondary component to **NPS** resource preservation. The concessioner must have the expertise and financial backing to perform the contract, as there is risk shared between the FLMA and service provider.

Standard contract language in solicitations for concession varies across FLMAs. **FWS** publishes policy that includes standard clauses to help ensure uniform concession contracts and administration.

Comparatively, CUAs offer very little risk to **NPS**. CUAs are not generated via solicitation. CUAs are generally non-competitively awarded, however the 1998 Act described that **NPS** has no authority to issue more authorizations that would preclude the preservation and proper management of park resources. Units would then have to create a competitive process to award CUAs where interest exceeded capacity for reasons of unit preservation and management. The implication for ATS is that although the **NPS** does not originate the interest in a particular CUA, it can define limits on service development in terms of maximum passenger loads, transportation schedules, and service area.

1.3.8 REQUIRED & AUTHORIZED SERVICES

The 1998 Act and management policy provides the language for distinction between services that are required and authorized. In short, concessions may be used when services are required or authorized. Required services are those that are determined by the Director to be necessary and appropriate as well as potentially requiring legal, financial and resource provisions that may be covered in a CC. These services may be defined as “required” in unit plans. Additionally, where transportation services provide access to park areas that are otherwise inaccessible by personal automobile or non-motorized modes, or require

waterborne travel that cannot otherwise be performed, they may meet the definition of a required service.

In contrast, CUAs may be issued only to authorize services that are not required, yet consistent with park purpose. They must also have minimal impact on resources and be determined to be an appropriate park use. CUAs are generally short, permit-like contractual documents which lack detailed information about the authorization holder's business plan, capacity to perform the service, and protections for **NPS**. CUAs place the burden on the holder to ensure a sustainable business that will continue to be renewed by the unit.

1.3.9 CONSTRUCTION AND COMPENSATION FOR INVESTMENT

In **NPS**, a Category I CC is the only commercial service instrument that allows for construction and compensation for capital investment related to ATS. A concessioner who builds upon or improves an existing facility on **NPS** land is entitled to protection of this investment in the form of a Leaseholder Surrender Interest (LSI). The 1998 Act provides a formula for LSI equal to initial value of the investment, plus or minus the Consumer Price Index since the date of investment, minus the depreciation of the improvement. Since 2007, allowances for alternative formulas for determining LSI have been permitted.

In contrast, **FWS** has no provision for compensatory interest of any concessioner built facility or improvement. Any capital construction or improvement on public land associated with a concession contract becomes property of **FWS**.

CUAs strictly prohibit construction of any structure, fixture, or improvement on federally owned land within any unit of the **NPS**.

1.3.10 RIGHT OF PREFERENCE IN RENEWAL AND PREFERENTIAL RIGHT

CUA holders receive no right of preference of renewal of their authorization. Older CCs under the 1965 Act had provisions for both a right of preference to renewal allowance for a concessioner once a contract term was ending, as well as a preferential right to provide new or additional service under an existing contract. The 1998 Act all but eliminated those rights in future contracts except for outfitters and small value concessions.

1.3.11 ASSIGNED, AMENDED OR EXTENDED CONTRACTS

Concessions may contain provisions for contract assignment to another party. They may also be amended over the course of their term and possess the ability to be extended if provided for in the contract. In contrast, CUAs may not be assigned to another party, amended or extended in term.

1.3.12 ASSIGNED LAND OR FACILITIES

As previously stated, Category I & II CCs may convey assignment of FLMA owned land or facilities to a concessioner for operation. A CUA allows for no park facility or designated operations area and cannot infringe on concessions that do get assigned land or facilities. CUAs generally must originate and terminate services outside the park with limited exceptions.

1.4 REVENUE GENERATION THROUGH FEES

Aside from base funds and appropriations such as the Transit in Parks Program for ATS planning and capital needs, transportation services at FLMA's primarily tend to be fee supported as described below.

1.4.1 CONCESSION FEES

Within CCs there are provisions for franchise fees. The fee provides monetary consideration from concessioners to the government in exchange for the privilege of working within FLMA units to provide visitor services. The fees consist of what is left over after concessioners are allowed to earn what is considered a reasonable amount of profit related to capital investments and meeting the obligations of the contract. Upon completion of an internal business assessment performed by qualified individual(s), the FLMA may define a minimum franchise fee to be paid based on the perceived value of the services to be provided in the contract. These fees are subordinate to the protection and preservation of park resources in proposal ranking. Concession terms of five years or less cannot adjust franchise fees, but for terms longer than this, fees can be re-negotiated at a later date. These fees may also be set as a percentage of gross receipts payable to the FLMA. Sample **FWS** concessions language states proposed rates must be a minimum of five percent up to a maximum of 20 percent of gross receipts. Proposals offering less than five percent will not be considered for award. Language may also be used that specifies either a flat fee or percentage of gross receipts, whichever is greater.

1.4.2 COMMERCIAL USE AUTHORIZATION FEES

CUAs generate park revenues through fees. Authority for CUA fees is found in 16 U.S.C. 5966 Sec. 418. This requires payment of a reasonable fee for an authorization to be granted for a CUA. Fees are to be used at minimum to recover management and administration costs associated with the CUA. There is a transparency with CUA fees, typically itemized and levied by task rather than bundled like a recreation fee. CUA fees are levied by each component of authorization service **NPS** must provide to manage the CUA. Direct costs may include the administrative processing of the CUA, including environmental impacts and operating costs. Indirect costs related to an ATS where CUAs are used may include other

applicable costs such as monitoring fees to properly oversee the CUA while active, and vehicle fees that permit the service that originates outside the park to enter on a daily basis.

1.4.3 SPECIAL USE PERMIT FEES

Within the **USDA/FS**, SUP fees can be assessed for certain activities that directly benefit an individual or an organized group versus those that are provided for the good of the general public. As it pertains to ATS, examples include specialized interpretive programs and tours or the use of facilities for waterborne modes. These fees can be used to offset all or a portion of the cost for certain items including but not limited to: facility repair and maintenance, visitor services, operating expenses, and administrative expenses. A minimum of 95 percent of all recreation fee (which includes SUP) receipts are retained at each unit, and 5 percent is returned to the region for activities such as recreation site improvements, limited regional and national fee program administration, and visitor services.¹⁰

1.4.4 THE FEDERAL LANDS RECREATION ENHANCEMENT ACT

Other fee authorization exists beyond what is available through concessions and CUAs. The Federal Lands Recreation Enhancement Act (FLREA) provides FLMA's with authority to charge certain fees through FY 2014 at sites that have a minimum level of development and meet certain criteria. FLREA authority exists within 16 USC Chapter 87, which describes fee types, application and formulas for distribution of these revenues.

FLREA Section 6802 sets forth guidelines for establishment of recreation fees. It stipulates that a recreation fee shall be commensurate with the services provided to the visitor. Therefore, there should be a rational nexus between the value of the service and the user fees that pay for it. This could be accomplished by considering comparable fees charged by other nearby public or private providers of a similar service. Likewise, the Secretary of the Department of Interior should consider the aggregate effect of layering of fees. The recreation fee is in part, defined as any of the three descriptions provided in Figure 4 below:

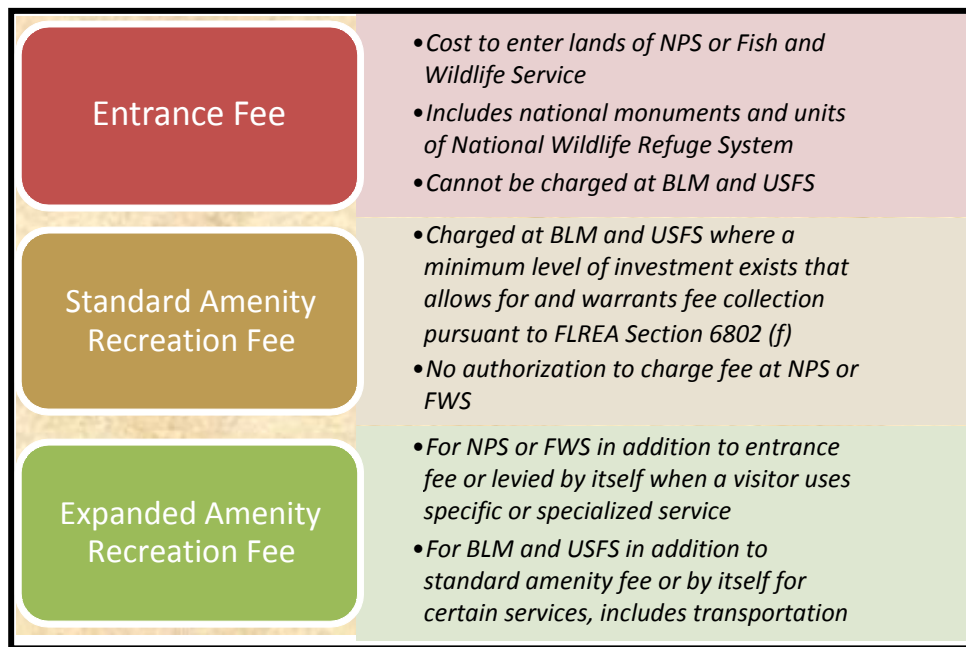


Figure 4: Legislatively Authorized Recreation Fee Types from the FLREA

Section 6806 of FLREA gives authority to create special accounts for each FLMA's collected recreation fees and provides minimum distribution levels for those revenues. Not less than 80 percent of recreation fees and site specific agency pass revenues collected at a unit or area of a FLMA shall remain available for use at that unit or area. Fees retained by the unit or area may be used for repair, maintenance and facility enhancement as well as visitor services, all of which may support an ATS. In limited circumstances, this amount may be reduced to 60 percent for a fiscal year when it is deemed that revenues exceed reasonable needs of the unit. The remainder of all recreation fees not retained by the unit or area is available to that FLMA to be used on an agency-wide basis.

In the case of **NPS**, management policy provides that 100 percent of collected revenues remain with the unit when the unit grosses \$500,000 or less annually. Park units that gross greater than \$500,000 provide 20 percent of recreation fees to projects that support **NPS** - wide initiatives. These include regional priority parks projects that are funded competitively based on several criteria. By contrast, the **USDA/FS** FLREA Implementation Guidelines require a minimum of 95 percent of recreation fee receipts to be used at the unit or area where they were collected. Up to 5 percent of the unit collections are used by regions to reduce deferred maintenance or focus on a variety of specific initiatives including the Challenge Cost Share Program. **BLM** retains 100 percent of recreation fees at the collected site with a minimum 85 percent reinvested into recreation and visitor services. Three of seven regions in **FWS** maintain an 80/20 percent split, with four regions retaining 100 percent of collected recreation fees at their collecting sites.

1.4.5 TRANSPORTATION FEES

The Concession Management Act of 1998, 16 USC 5981 Section 501, authorizes a transportation fee for the **NPS**. The fee may be charged and collected by **NPS** or an entity under a SC, CA or other contract that provides any part of a transportation service to a **NPS** unit. The fee must be *reasonable and appropriate* and in addition to any unit admission fee. The transportation fee is a true user fee, fully retained and reinvested in transportation systems at the NPS unit.

Entrance passes must be accepted for transportation fees when:

- The transportation fee is mandatory to access the primary feature of site, or
- The transportation and entrance fees at a site are bundled

Entrance passes are not accepted for transportation fees when fares are paid at the point of use, upon boarding a trolley tour, for example. Fee rate approval at **NPS** units is granted by the regional director and associate director of business services before establishing or changing entrance/transportation fees.

1.5 FTA MASTER AGREEMENT, 5320 AND MAP-21

The preceding analysis covered the primary tools and mechanisms available to FLMAs to work with partners or contractors to implement ATS. In this type of arrangement, the contract mechanism and requirements are based on the applicable laws, regulations and policies of the FLMA as previously described. In some cases, FLMAs contract with public agencies that are recipients of Federal Transit Administration (FTA) funding used to support the transportation services provided in the course of regular business. These public agencies (and their subcontractors) are bound to comply with certain FTA requirements as stipulated in the Master Agreement between FTA and the recipient.

As it relates to the provision of ATS in Federally managed parks and public lands, the terms of the Master Agreement are generally applicable to FTA grant recipients when they are providing services, regardless of the FTA funding source or grant program. The FTA requires strict compliance in areas including but not limited to: safety, maintenance, vehicle testing and inspection, fare policy, reporting requirements, reviews and audits. A basic understanding of the rules and regulations applicable to non-FLMA recipients of FTA funding may factor in to decisions related to ATS Business Model selection. For example, a FLMA with limited resources available for contract development, management, and oversight might choose to contract with a FTA grant recipient versus a commercial service provider to take advantage of the FTA's quality control requirements and monitoring processes. Conversely, the FLMA might determine a commercial service arrangement is preferable (and potentially less costly) due to the absence of standard FTA compliance requirements.

It is important to note that there are certain exceptions to the standard FTA requirements if the source of funding is a FTA Section 5320 Paul S. Sarbanes Transit in Parks Program discretionary grant, and the direct recipient of Section 5320 funds is a FLMA. The Section 5320 program was created in 2005 under the Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU). The FTA Section 5320 program has provided a significant source of planning and capital resources to FLMA for ATS that serve Federal lands. SAFETEA-LU also granted authority to the Secretary of Transportation to limit the applicability of certain substantive and procedural FTA grant recipient requirements, as described in the IAA between the Federal Transit Administration and the FLMA. Appendix A includes an overview of the Section 5320 program, the associated rules, and a contrast and comparison of the differing requirements of the FTA Master Agreement and the IAA.

A two-year transportation authorization, Moving Ahead for Progress in the 21st Century (MAP 21) became effective October 1, 2012. As a result of MAP 21, the Section 5320 program has been repealed. While there will be no additional funds distributed through the Section 5320 program, approximately \$12 million dollars in remaining FY 2012 funds will be awarded in 2013. The FTA requirements described in Appendix A will remain in effect for successful applicants.

FLMA staff continue efforts to analyze and interpret how MAP 21 will impact the new funding programs and what rules and regulations will be specifically applied to FLMA recipients, similar to what was done for the Section 5320 program. Following are several highlights of impacts on FLMA ATS funding based on a June 29, 2012 conference report and supplemented with additional guidance released by the Federal Highway Administration on July 17, 2012.

- *\$300 million annually for the Federal Lands Transportation Program that includes the Service, National Park Service (NPS), Bureau of Land Management (BLM), USDA Forest Service, and U.S. Army Corps of Engineers transportation programs for FY 2013 and 2014 [Sec. 1101].* Under this provision, the Refuge Roads Program, Parks Roads and Parkways Program, and the Public Lands Highway Program, which included the Forest Highway Program and the Public Land Highway Discretionary Program, have been incorporated into one program—the Federal Lands Transportation Program. A portion of the funds will support traditional partner agencies at current funding levels, with new partners competing for a modes portion. All FLMA partners will administer the program using a new performance based management model.
- *Use of transportation funds for environmental mitigation in or adjacent to public lands [Sec. 1119].* This language provides important clarity on how transportation project funds may be used for mitigation on federal lands. The provision allows the Federal Land Management Agencies to more directly meet resource protection objectives while improving transportation access. A \$10 million per year cap is established for use of Federal Lands Transportation Program funds for this purpose.

- *Establishment of the Federal Lands Access Program* [Sec. 1119]. The program provides funds for projects that improve access to federal lands on infrastructure owned by states, counties, and local governments. A majority (80 percent) of the new program funds for access will be dedicated to the 12 western states with the most Federal lands. Funds will be distributed by formula, based on recreational visitation, Federal land area, Federal public road mileage and the number of Federal public bridges. States will be required to provide a non-Federal match for program funds (which has not been the case historically for Federal lands highway funding). Programming decisions will be made locally using a tri-party model in each state comprised of representatives from FHWA, State DOT, and local government in consultation with applicable FLMA.
- *Eligibility for Transportation Alternatives funding* [Sec. 1122]. Natural resource or public land agencies are eligible for funding under Transportation Alternatives (previously referred to as Transportation Enhancements). The Service and other Federal Land Management Agencies may continue to use their appropriated dollars and Federal Lands Transportation Program dollars for the “nonfederal” share that these programs require for matching funds. This program is funded at a level equal to two percent of all MAP 21 authorized Federal-aid highway and highway research funds, with the amount for each state set aside from the state’s formula apportionment.

There are two important points to note about the transition from SAFETEA-LU, & 5320 into MAP-21. FTA has redirected previously eligible 5320 recipients to FHWA for consideration of transportation related projects and grant funding under the Federal Lands Access Program. However, this program specifically funds projects on non-federal corridors as the program targets access to and from, but not within the FLMA unit. Certain projects such as shuttles from offsite locations operated by local governments or transit agencies may benefit from the Federal Lands Access Program. Coordination is a key element of the program, which favors partnership type arrangements that will serve the requirement of a tri-party model to allocate and match funds.

The Federal Lands Transportation Program includes a modest increase in funding, considering that it collapses four existing programs with two new partners competing for a smaller portion of funding.

1.6 CONCLUSIONS

FLMAs utilize a variety of formal agreements for the provision of ATS. The appropriate mechanism is determined based upon laws, regulations and policies related to the type of partner, agreement purpose, role and level of involvement of the originating agency, and the value of associated goods or services.

There are five major types of contract and agreement tools FLMAs use to provide or facilitate ATS serving Federal lands. They include: CAs, IAAs, MOU/MOA, GAs and CCS. Although the tools are somewhat standardized for use by each of the FLMAs as previously described, there are subtle differences in their individual application by agency.

Revenue sources available to fund ATS capital and operating expenses are also influenced by laws, regulations and policies that establish parameters for the collection, use, and retention of revenue generated from commercial services, recreation fees and transportation fees. Laws and regulations also impact other revenue sources available for ATS. For example, SAFETEA-LU provided a significant amount through FTA's Section 5320 program for ATS capital and planning expenses. As a result of MAP 21 and the recent repeal of the Section 5320 program, there will likely be new regulations and policies associated with FHWA funding programs for ATS.

2 BUSINESS MODEL CONTRACT AND AGREEMENT ANALYSIS

FLMAs are continuously challenged to fulfill their respective missions in an environment with competing needs for scarce capital, operating and management resources. Although the degree to which the provision of ATS is considered a core or supportive activity may vary by FLMA and individual units, ATS is an effective tool to mitigate the environmental impacts of visitation while improving the overall visitor experience, which are explicit or implied elements of each FLMA's mission.

As previously described, FLMAs utilize a variety of mechanisms to provide ATS, which are based in part on legislation and policy guidance, resource availability, and visitor demand. Given these specific considerations, a Business Model is defined as a variety of strategies evaluated and ultimately selected as the most efficient and cost effective means for creating and operating high quality/high value/low risk ATS consistent with the FLMA's mission.

A preferred Business Model has not been identified for application in every ATS. Each FLMA's unique needs and circumstances will shape decisions related to the selection of the appropriate ATS Business Model. An analysis of the various Business Models utilized by FLMAs is presented for consideration by agency representatives developing new ATS systems or assessing existing ATS systems within the context of their unique circumstances. The four major components of ATS Business Models that warrant further analysis include:

- Contracts and agreements,
- Legal and regulatory compliance,
- Resource availability, and
- Institutional arrangements.

2.1 CONTRACT AND AGREEMENT MATRIX

The project team reviewed ATS contractual documentation, and compiled the information in a summary analysis matrix format to provide insight into contracting and agreement mechanisms to allow the reader to compare and contrast examples. Non-FLMA transportation agreements and contracts are included for the purpose of providing an industry comparison. These contracts are organized into non-FLMA systems that serve or coordinate with a FLMA and non-FLMA systems that have no direct relationship with a FLMA.

This matrix can be found in Appendix B. Each document made available to the project team was catalogued according to 48 matrix elements within five primary categories:

- Contract/Agreement Design & Characteristics
- Service

- Finance
- Environment
- Public Relations

This matrix is organized by the FLMA agreement and contract types that were previously described in the Legal & Regulatory Framework analysis:

- Cooperative Agreement
- Memoranda of Understanding
- General Agreement
- Challenge Cost Share Agreement
- Service Contract
- Concessions Contract
- Commercial Use Authorization
- Special Use Permit

2.2 CONTRACT AND AGREEMENT ANALYSIS

Based upon the contract and agreement review, the following is an analysis of major themes identified with specific examples and some suggested best practices for others to consider.

2.2.1 LEGAL AND REGULATORY COMPLIANCE

Generally, the Business Models were closely aligned with relevant laws, regulations and policies. However, based on the analysis of the contracts and agreements, and input from FLMA staff, two points that may warrant additional consideration in future agreements were identified.

First, the majority of the MOUs referenced capital improvements, maintenance, and partner funding. FLMA policies state that MOU are intended to formalize handshake agreements or create an umbrella agreement from which other mutually beneficial activities may be conducted. Language in certain MOU was unclear that the referenced capital and maintenance work was to be performed only in subsequent agreements. To better clarify that the MOU is not an expenditure authorizing document, the following clause found in a **BLM** MOU with the Red Hill Council is a good example of what could be incorporated in future MOU.

“This MOU is neither a fiscal nor a funds obligation document. This agreement shall not obligate either of the Partners to this agreement to expend appropriations or to enter into any contract or other obligation with the other partner in this agreement.”

Second, due to the relative complexity of FTA funding and potentially limited experience of contract operators and FLMA staff with federal grant requirements, it is important these requirements are clearly identified in contract documents. As previously described in the legal and regulatory framework section of this report, recipients of Section 5320 must comply with the terms of the IAA between the FLMA and the FTA. If any party to a potential contract is otherwise a recipient of FTA funding, it is also important to understand and comply with the terms of the FTA Master Agreement. It is not necessary to incorporate every requirement into a contractor or agreement. However, at a minimum, the relevant requirements should be referenced. For example, the following clause was incorporated in a Yosemite Area Regional Transit System (YARTS) sample contract for bus operations:

“As a significant funding agency for the YARTS System, the Federal Transit Administration (FTA) requires adherence to federal regulations, which are written into the attached draft contract. These regulations are a material part of the contract and cannot be negotiated or changed. Bidders should familiarize themselves with all provisions of the contract to assure understanding and ability to comply with those provisions.”

2.2.2 RESOURCE AVAILABILITY

Although there was very limited unit and agency level ATS financial data available for this analysis, undoubtedly securing the necessary capital and operating funds for ATS deployment continues to be difficult for FLMA. A study completed in 2001 projected that ATS capital and operating costs for **NPS**, **BLM** and **FWS** would be approximately \$1.03 billion (1999 dollars not adjusted for inflation) between 2011-2020.¹¹

According to a recent report prepared by the National Parks Conservation Association (NPCA), in FY 2011, overall funding for **NPS** was reduced by nearly \$140 million (including an \$11.5 million reduction for operations) although annual visitation to national parks is now nearly 280 million; higher than it has been in more than a decade.¹² The NPCA also reports that **NPS** alone needs approximately \$60 million each year to provide adequate access, yet what has been one of the most significant sources of ATS funding, the Section 5320 program, has provided only about \$15 million annually. The NPCA previously proposed several recommendations for improvements to the Section 5320 program to include: increasing the annual budget to at least \$100 million with 60 percent guaranteed for **NPS**, allowing funds to be used for multi-year alternative transportation projects and transit operations and allowing transit operations to be an eligible expense.¹³

In most cases resource availability will influence what type of business model is most appropriate. For example, if a private provider believes there are opportunities for the ATS to be profitable they may apply for a CUA or SUP. The FLMA will not necessarily reap any financial benefits other than recouping a minimal amount for oversight responsibilities, but

the FLMA won't be required to provide any direct financial support. In other cases where a private operator anticipates the ATS will be profitable if combined with other visitor services and a business case can be made, then a CC may be the best mechanism. The FLMA will generate contract revenue based upon the private provider's income, and may or may not have to invest any of its own resources. In other instances where specialized expertise or capacity (e.g. significant capital) is required and the FLMA has identified the necessary financial resources, then a SC may be warranted.

The availability of other non- financial resources should also be a consideration when evaluating business models. Through the support of "friends groups" and special interest associations, FLMA's may be able to take advantage of opportunities to provide ATS at a minimal cost.

2.2.3 INSTITUTIONAL ARRANGEMENTS

The institutional arrangements identified among partners in the contracts and agreements suggested a varied approach for assembling the resources required to provide ATS. The management structures, operating responsibilities and relationships between public and private entities involved:

- FLMA's,
- City government,
- County government,
- State DOTs,
- Public transit providers, agencies, districts,
- Non-profits, friends groups, public interest associations,
- Private funding sponsors, and
- Private transit providers.

This review revealed that generally, FLMA's have a formal contract or CA with a partner for the provision of ATS. These examples cover a wide spectrum of involvement and participation. In limited circumstances there may be no formal agreement (and no financial participation) between the transportation provider and the FLMA. For example, Lassen Rural Bus (LRB) is the public transportation provider for Lassen County in northern California. As part of its regular service LRB provides fixed route bus service to the **BLM's** Bizz Johnson Trail. LRB identified a desire by the general public to have greater access to the trail, and based upon this unmet need, LRB extended the span of service on its regular system to six days per week and offered greater connectivity to several outlying communities, which greatly improved access to the trail. LRB's future plans call for additional promotion of bus routes serving the trail on its website and expanded on-board bicycle carrying capacity.

In contrast to the relationship between LRB and **BLM**, whereby the local transit agency/government provides service without any direct financial participation from the land management agency, there are many examples of formal agreements between public transportation providers and FLMAs for the provision of ATS. For example, the Roaring Forks Transit Authority (RFTA) operates the Maroon Bells Summer Transportation System serving the White River National Forest (**USDA/FS**). In this arrangement, RFTA charges a fare and a 50 cent surcharge is added, which is then remitted to the **USDA/FS**. Since the balance of the fare covers approximately 65-75 percent of RFTA's operating expenses, the transit agency is subsidizing the cost of the service.

In another example, during the 2011 season Marin County, California provided shuttle service (via contract with Golden Gate Transit) for the Muir Woods shuttle and received partial reimbursement for operating and capital lease costs from **NPS**. The Yosemite Area Regional Transportation System (YARTS) has also entered into a CA with **NPS** for service between several gateway communities and Yosemite National Park. In turn, YARTS contracts with a private operator for associated capital and operating activities.

In the case of Harpers Ferry National Historic Park in West Virginia, there is a contract between **NPS** and the Eastern Panhandle Transit Authority (PanTran) for the provision of shuttle bus operators and mechanics to operate and maintain the **NPS** owned vehicles. PanTran is reimbursed an agreed upon hourly rate.

In some instances, a state agency may have a contractual relationship in support of a FLMA's ATS. The Utah State Department of Transportation (UDOT) has a CA with **NPS** for the Halls Crossing-Bullfrog Ferry serving the Glen Canyon National Recreation Area. The UDOT owns the ferry and contracts with a private concessioner for operations. The concessioner is reimbursed by UDOT for 100 percent of direct expenses (less passenger revenue) and up to a maximum of \$50,000 for operating losses.

Each of the four FLMAs utilize the support of "friends groups," foundations, volunteers and public interest associations in some capacity. These projects and activities may or may not involve the direct exchange of funds. **BLM** routinely enters into partnership arrangements to enhance hiking and bicycle trails. Often **BLM** will execute a MOU with a friends group and subsequently work to develop an associated annual operating plan that outlines each partner's roles and responsibilities in support of mutually beneficial projects such as maintenance and improvement of trails, training, education, and resource management plans.

Other ATS examples that receive the support of volunteers and special interest groups include **FWS'** Santa Ana Wildlife Refuge ATS, which is a three vehicle tram service operated by the Valley Nature Center using volunteer drivers. At Lowell National Historic Park, the New England Electric Railway Historical Society has loaned a vintage trolley to **NPS**, primarily operated by Society volunteers.

NPS receives financial support from the National Park Foundation, a charitable nonprofit whose sole mission is to directly support the National Park Service. **NPS** has worked with

the National Park Foundation and Ford Motor Company to restore Glacier National Park's tour buses with engines that run on clean burning propane and to modernize Yellowstone National Park's tour buses. **NPS** also has a unique partnership arrangement with Friends of Acadia that facilitates L.L. Bean's financial support of Acadia National Park's Island Explorer shuttle bus service.

ATS provided by private transportation companies was the most prevalent arrangement in the contracts and agreements that were analyzed. Notable examples included a CUA for a small family owned kayak and canoe company operating in Big South Fork National River and Recreation Area, a SC for the Valley Forge National Park shuttle system, and most often a CC or CA for the operation of a large ATS, such as Rocky Mountain National Park's shuttle service.

2.2.4 KEY CONTRACT AND AGREEMENT ELEMENTS

Very few of the agreement and contracts that were analyzed were designed for a particular ATS component. Operations, maintenance and capital requirements were rarely identified as singular functions of a contract. Instead, what was commonly done was the assignment of responsibility for operations, capital requirements, maintenance, promotion and sales for ATS services within a larger master agreement or contract. An interesting exception is a CA with the Greater Valley Forge Transportation Management Association for contract management services associated with the Valley Forge National Park shuttle bus service.

Following is an analysis of the key contract and agreement elements identified by the project team and those identified as being of particular interest to FLMA representatives.

2.2.4.1 RISK

There are several elements of risk associated with ATS as well as opportunities to minimize these risks. The first example is related to the selected Business Model. Commercial services utilize third party expertise and resources to deliver products to FLMA unit visitors. ATS can be provided as part of a CC, a SUP or in the case of **NPS**, a CUA. CUAs in **NPS** and to a lesser degree, SUPs in the other FLMAs, offer a relatively low-risk mechanism to develop ATS versus other contracting options. CUAs and SUPs are typically short term, require relatively little oversight and management compared to CCs and require very little in terms of a unit's physical resources. However, FLMA oversight, quality control and revenue recovery is limited.

Another type of risk involves unanticipated fluctuations in ATS utilization due to visitor demand, weather, or unanticipated natural events, which can have a negative impact on budgets and the visitor experience. Many of the contracts included clauses allowing for service adjustments provided they fell within certain thresholds. There were a variety of contracts that included language designed to protect the FLMA, the transportation provider, and in the case of non-FLMA contracts, the transportation "sponsor." One example of a

contract designed to mitigate **NPS** financial risk due to fluctuations in demand for ATS was the Rocky Mountain National Park shuttle contract, which allows **NPS** to increase or decrease operating hours by 15 percent without negotiating a new hourly rate. Another contract that protects the financial interests of both **NPS** and the contractor is the Isle Royale ferry contract, which states that *“in the event that either considers that extraordinary unanticipated changes have occurred after the effective date of the contract, a reconsideration and possible subsequent adjustment of the franchise fee”* can be made. A non-FLMA contract between the City of Maple Grove and a contractor minimizes the risk to the City by allowing it to terminate service with only a sixty day notice in the event of low ridership demand, adjust service by 10 percent with a 24 hour notice, and adjust service by more than 10 percent with a 14 day notice.

Another unique potential financial risk reduction option identified in a contract was a vendor’s offer to attempt to lease the vehicles utilized in the FLMA ATS to another party during the off-season, and credit the FLMA \$2000 per month for each vehicle that was sub-leased. It is not known if that strategy proved to be successful, but at the time the contract was executed a number of other organizations had expressed an interest in supplementing their services with the vehicles used in the FLMA ATS.

2.2.4.2 CONTRACT AND AGREEMENT PLANS AND REQUIREMENTS

FLMAs utilize a variety of approaches and strategies to organize activities to be carried out over the term of an ATS project. These are identified in the planning requirements incorporated in the contracts and agreements. The presence and composition of the planning elements ranged from non-existent, to a few loosely worded statements about certain high level activities, to detailed multipage chronologies of task requirements. In some cases, the plan requirements are developed by the FLMA and require adherence by the operator, while in others, the operator develops the plan for review and approval by the FLMA. Three major plan requirements identified include:

- Operations Plans
- Maintenance Plans
- Safety & Risk Management Plans

Maintenance, Safety & Risk Plans and Environmental Management were inconsistently present in the contract documents and their inclusion or exclusion did not appear to be dependent on any stated criteria. Guidance for **NPS** concessions in the Federal Register titled: *Final Revision of the National Park Service Standard Concession Contract*, provides a useful resource for any type of ATS agreement or contract. The standard CC requires only the introduction of Operations and Maintenance plans. Sample language and provisions are referenced but are not requirements of the contracts.

Of the three major plan types, Operations Plans were most prevalent. Although tailored to the needs of the individual unit, they commonly addressed the most basic elements of schedule (days and hours of operation, frequency) capital requirements, and interpretive

services. Others contained more details related to fare/fee collection, driver requirements, reservations and management/supervisory requirements, and were most commonly found in CCs.

Generally, CUAs and SUPs included only very basic operating plans, although additional requirements were sometimes imposed if FLMA owned facilities were provided for the service. One notable exception was the **NPS** Alaska Region's CUA template, which incorporated a host of explicit operating requirements designed to enhance service quality and safety and minimize environmental impacts.

As previously described, generally MOU formalize a framework for cooperation and do not include Operations Plans, which are developed in subsequent task agreements.

Maintenance Plans involve the proper care of vehicles, facilities and infrastructure to ensure a reliable, safe and cost effective operation. Maintenance requirements take the form of both preventive and corrective actions. Similar to other contract and agreement elements, the Maintenance Plans that were reviewed contained varying levels of details and requirements. Maintenance Plans should clearly articulate the roles and responsibilities for system maintenance among partners and when possible, detail routine activities based on manufacturers' recommended maintenance schedules and specific courses of action based on feedback from operations and maintenance personnel.

An example of assignment of maintenance roles and responsibilities is found in the MOU among partners involved in the San Juan Trolley in Puerto Rico. **NPS**, the Corporation for the Development of Old San Juan (CODEVISA) and the municipality of Old San Juan, Puerto Rico are all party to the agreement which address maintenance responsibilities as follows:

"NPS will purchase major engine repair work for the system when the existing fail to perform after warranty has expired and proper maintenance has been provided by the Municipality according to manufacturer's specifications, if and when funding is obtained. NPS will also establish a cyclic maintenance schedule for the purchase of major components for five years."

"The Municipality will provide maintenance and be responsible according to maintenance specifications."

"CODEVISA will provide and keep record of the necessary vehicle inspections as required by law and design and maintain complete and accurate records of the vehicles including information on the maintenance, inspections, and repairs."

An example of a Maintenance Plan with detailed, structured requirements is found in the Denali National Park & Preserve CC. This Maintenance Plan requires adherence to extensive requirements developed by **NPS** versus a plan developed by the contractor.

Vehicle maintenance requirements within this plan include:

- Preventative Maintenance
- Safety Inspection & Quality Control

- Quality Control Audits
- Maintenance Recording Systems
- Fleet Replacement Standards
- Bus Cleaning

Facility maintenance requirements include:

- Health and Safety Standards
- Interior & Exterior Maintenance
- Fire & Safety Equipment
- Utilities
- Fuel Storage
- Signage
- Landscape and Vegetation
- Roads, Trails, Parking Areas and Walkways

Another type of plan sometimes included in ATS contracts and agreements is a Safety and Risk Management Plan. These are designed to ensure safety of operations while minimizing the FLMA's risk and exposure. The plans should be tailored to those issues that involve ATS users, vehicles, facilities and infrastructure. Within a solicitation, provisions can be made to require this plan type with varied levels of guidance.

Similar to Maintenance Plans, the FLMA may allow a proposer to submit a Safety and Risk Management Plan consistent with FLMA guidelines to be amended and approved by the unit. The CC for the Isle Royale Floatplane takes this approach and includes the following language:

"Per the Occupational Safety and Health Act of 1970 and the National Park Service Safety and Health Program, Guidelines DO 50B and DO 50C, Visitor and Safety and Health Program, the Concessioner will provide a safe and healthful environment for all its employees and visitors.
<http://www.nps.gov/policy/DOrders/DOrder50B.html>

"The Concessioner will develop, maintain and implement a documented safety program (Risk Management Plan). An initial submittal and request of approval of this plan will be made to the Superintendent within 120 days of the execution of the Contract."

Rather than a concessioner developed Safety and Risk Management Plan, **NPS** has articulated the following requirements in the Glacier National Park CC:

- Fire Prevention & Suppression Systems
- Required Attendance of NPS Safety Meetings
- Emergency Action Plan
 - Time, date, location of alarm
 - Suspected Cause
 - Evacuation
 - Concessioners Actions Taken

- Lessons Learned and Teachable Moments
- Contact Name and Number
- Accident Reporting Procedures for Bus Fleet
- Fire Drills
- Law Enforcement
- Medical Care

2.2.4.3 ADDING VALUE

Whenever possible, FLMAAs should consider adding value to basic transportation services, making them more desirable to use and potentially generating additional revenue through higher user fees or concessioner contributions. Where a business opportunity may not be sufficient to support a concessioner for standard ATS operations, additional or supplemental services may be used to generate revenue and minimize what might otherwise be a higher transportation subsidy.

One example is found at Cuyahoga Valley National Park. A CA exists between the park and Cuyahoga Valley Scenic Railroad, a non-profit organization, to operate a 26 mile rail line. This arrangement involves a collaborative effort to combine such activities as food and beverage sales, interpretive services and transportation into the rail trip experience. The nonprofit provides the rolling stock, operates the service, markets and promotes the service, manages ticketing and sales, and conducts fund raising special events that may offset operating and capital expenditures. Because the park also provides financial assistance to the non-profit for system operations, it is in the best interest of the park for the non-profit to maximize revenue through value added retail sales and special events. Additionally, because this is a CA versus a CC, if the agreement is terminated, **NPS** has no responsibility for reimbursing the Scenic Railroad for any portion of its capital expenditures. Instead, all capital improvements become property of the U.S. government. Similar to Cuyahoga Valley National Park, the Big South Fork National River and Recreation Area CUA for waterborne modes also encourages the operator to organize value added special events.

The price and quality of food services also adds value to ATS. Food service requirements are generally found in the larger CCs that involve lodging, transportation and dining with the concessioner given greater latitude in terms of pricing and offerings. There are however, somewhat unique examples of ATS specific agreements with food services requirements. The Isle Royale ferry and tourboat contract stipulates that the concessioner may sell pre-packaged food and beverages *“within a price range that will accommodate the general range of park visitors.”* The Alcatraz Ferry contract was even more explicit in that it requires the concessioner to offer food and it *“must work in conjunction with the Service to create a menu offering alternative healthy and nutritious snack bar products (i.e. organic, locally grown products, fresh, low-fat, etc.)”*

One additional category of value added service is related to interpretive services. Although there are examples where interpretive services are recommended versus required, most

ATS have an interpretive services component that must be developed and delivered by the FLMA, the transportation provider, or in a partnership arrangement between the two parties. There was a wide range of interpretive service requirements in the agreements analyzed - from nothing required but rather “recommended,” to static signage, to on-board interpretive personnel, to very extensive requirements like those found in a Glacier Bay National Park cruise contract that included: prominence on the concessioner’s website, on-board reference materials, video programming prior to arrival, interactive kiosks and a ship newsletter.

2.2.4.4 FLMA FURNISHED MATERIALS

An agreement or contract that establishes a relationship between two or more parties may include non-monetary contributions from FLMAs. A common example of this is in CCs where the concessioner assumes full responsibility for operations and maintenance of facilities related to the services that it operates. CAs generally include a more balanced distribution of roles, and FLMA furnished materials may demonstrate meeting the ‘Substantial Involvement’ requirement of this agreement type as previously described in the legal and regulatory framework section of this report. In SCs, materials may include the vehicles to be operated in the ATS and facilities or infrastructure such as rail lines or waterfront boarding docks.

In all situations, FLMA furnished resources represent the FLMA’s participation in the ATS that lower the risk assumed by other parties. The resources should be identified in the agreement and for reasons of asset tracking FLMAs should take care to describe non-monetary resources. This type of information would also be essential if FLMAs were to develop a total cost model for the ATS. Table 2 displays **NPS** provided equipment to the Channel Island CC. Several additional examples are described below:

An **NPS** SC for the Harpers Ferry ATS describes furnished materials as:

- *“Buses, keys, bus garage keys, radios, ID badges, tools, spare parts, fuel, oil, maintenance & shuttle logs”*

A non-FLMA SC provides an example of vehicle detail, with flexibility to modify over the course of the contract:

- *“Contractor shall be provided air conditioned, accessible transit buses. An adequate number of vehicles will be made available to Contractor to ensure an 18% spare ratio (+1-two percent). CITY will provide a current list of vehicles assigned to the North and South Transit facilities.*
- *North Transit facility: CITY will provide a fleet of units ranging from 1998 to 2007 model years.*
- *South Transit facility: CITY will provide a fleet of units ranging from 1998 to 2008 model years.*

- *With on-going procurements or vehicle transitions between CITY facilities, the fleet make-up may change from year to year”*

Table 2: NPS Property Provided to Channel Island Concessioner

Government personal property is assigned to the Concessioner for the purpose of this Contract as follows:		
<i>Property/Serial Number</i>	<i>Description</i>	<i>Location</i>
1) 10 806MXKD2G101 Mfg: LG Model: M4210-CBAEAUSLLJM	TELEVISION/MONITOR	Concessioner Headquarters
2) 0525230 MFG: SONY Model: SLVD370P	DVD PLAYER	Concessioner Headquarters
NPS Note: The above National Park Service property is not considered sensitive and does not meet the minimum value threshold for formal asset inventory control in the Fixed Assets system		

In a CA, non-monetary contributions may be included in the Statement of Responsibilities. Often, staff time and capital equipment or improvements are referenced in the agreement. Examples of non-monetary contributions from a Glacier National Park CA include:

- *“Provided twenty-two (22) “sprinter” transit buses as government-furnished equipment necessary for the implementation of the transit system.*
- *Provide adequate staffing to continuously work with MDT and Eagle Transit in developing specifications that meets the requirements of mitigation goals.*
- *Provided an alternative form of transportation (i.e. leased buses) should equipment acquired under this Agreement not be delivered on time.*
- *Constructed a Transit Center at the west terminus and made improvements to the existing visitor center at the east side terminus for transit operations.*
- *Developed transit stops along the primary route and along one supplementary feeder loop.*
- *Provide for bus and operator vehicle parking and driver reporting area located in the west side park maintenance area with the possibility of parallel facilities on the east side.*
- *Constructed a bus wash and minor maintenance facility (vacuuming and general cleaning) located in the general area of the west side park maintenance complex.*
- *Provided an Intelligent Transportation System (ITS) designed in accordance with national ITS Architecture standards.*
- *Begin bus replacement in 2014 provided funding is secured through alternative transportation sources.*

- *Provided an on-site above ground 10,000 gallon fuel storage tank to support the transit fueling operations on the west side of the park.”*

2.2.4.5 REPORTING DATA WITH RELEVANCE AND CONSISTENCY

Due to the diversity of FLMA ATS that encompass a variety of land, water and air modes, it may be difficult to collect and report data that at once is both relevant to the mode of transportation it is intended to measure, and to the extent possible, consistent across all modes so it can be used to compare data about those services that indicate quality of service, cost of service and level of service.

Relevant data is comprised of information that is determined to have a direct application to the mode it is intended to measure. For instance, hours of operation may be a relevant measure for a self-guided hiking trail. However, hours of operation alone would not be an adequate measure of a service operated by another party that involves vehicles, maintenance and labor.

Just as data must be relevant to the service it is intended to measure, it should also be of common application to other ATS where possible. The internet-based National Transit Database is one example of a standardized reporting mechanism that collects and compiles data on a wide variety of financial and performance data for most recipients of FTA funding. The data is used to apportion FTA funding and also serves as a tool for transit agencies to compare their performance against peer systems. Table 3 displays a list of some of the key data NTD collected for each mode operated by the transit agencies.

Table 3: National Transit Database Sample Reporting Requirements

General Information	Service Supplied
Annual Passenger Miles	Annual Vehicle Revenue Miles
Square Miles	Annual Vehicle Revenue Hours
Annual Unlinked Trips	Vehicles Operated in Maximum Service
Average Weekday Unlinked Trips	Vehicles Available for Maximum Service
Average Saturday Unlinked Trips	
Average Sunday Unlinked Trips	
Financial	Performance
<u>Sources of Operating Funds</u>	Operating Expense per Vehicle Revenue Mile
Fare Revenue	Operating Expense per Vehicle Revenue Hour
Local Funds	Operating Expense per Passenger Mile
State Funds	Operating Expense per Unlinked Passenger Trip
Federal Assistance	Unlinked Passenger Trips per Vehicle Revenue Mile
Other Funds	Unlinked Passenger Trips per Vehicle Revenue Hour
Total Operating Funds Expended	
<u>Sources of Capital Funds</u>	
Local Funds	
State Funds	
Federal Assistance	
Other Funds	
Total Capital Funds Expended	

Recognizing the complexities of developing standardized reporting for FLMAs due to the diversity in ATS services, there would be a benefit in some standardization to enhance performance monitoring. In contrast to the NTD reporting system, at this time no central source for FLMA ATS financial and performance data has been identified, although **NPS** is currently developing a financial pro-forma that will address many of the important financial aspects related to ATS.

Table 4 displays the Channel Island National Park report and delivery schedule followed by several additional examples of FLMA reporting requirements that reflect a very diverse approach to ATS data collection.

Table 4: Channel Island Report and Delivery Schedule

Report/Deliverable	Due Date
Visitor Use Data (Attachment A&B)	Monthly by 5th
Annual Financial Report	Within 120 Days of End of Fiscal Year
Certificate of Insurance	March 1 Annually
Vessel List	February 1 Annually
Human Illness	Each Incident
Incident Reporting	Each Incident
VIP Program Statistics	Monthly by 15th
Employee List	Within 30 Days of Contract Execution/Annually
Vessel Service Calendar	February 1 Annually
Non-Native Species Plan	Within 180 Days of Contract Execution
Coast Guard Inspections and Licenses	Within 5 Days of Receipt by Concessioner
Schedule Of Operation	Within 30 Days of Contract Execution/Annually
Acknowledgement of Risk	Within 60 days of Contract Execution
Interpretation/Orientation Outlines	March 1 Annually
Risk Management Program	Within 120 Days of Contract Execution/Annually
Alcohol Sales Permit	Prior to Any Sales
Environmental Management Plan	N/A

The Yosemite Area Regional Transit Authority requires the contractor to provide the following statistical data and reports:

"In addition to other records and reports required herein, CONTRACTOR shall compile, maintain and furnish to YARTS certain reports and statistics as follows:

CONTRACTOR shall establish and maintain a route records system to provide the following daily information for each route and services operated under this Agreement:

- a. Number of cash customers and amounts paid. Number of free riders.*
- b. Number of transfer customers.*
- c. Number of customers as per sale of monthly bus passes. Number of passes sold by pass type. Amount of cash collected per pass sales.*
- d. Route mileage and bus hours:*
 - (i.)Vehicle service hours*
 - (ii.)Vehicle service miles*
- e. Any removal of equipment resulting in an interruption of service giving particulars including time out of service and time service resumed on a given day.*
- f. All complaints and requests for service from the public.*
- g. Number of wheel chair patrons.*
- h. Any additional route/customer information as requested by YARTS.*
- i. CONTRACTOR will be required to collect and record data for, and complete the Federal Transit Administration (FTA) Section 15 Report for urban transit operators annually.*

The information above except for the FTA Section 15 Report, shall be given to YARTS, or its authorized representative within five (5) days following the end of each monthly calendar period or period mutually agreed to between CONTRACTOR and YARTS."

Both the Dry Tortugas and Everglades CCs require the contractor to provide the following operation reports:

"Operational statistics will be included in the monthly operational performance report submitted to the Superintendent. An annual summary report will be due 60 days after the end of the calendar year, unless otherwise agreed upon by the Director. This data should be presented in a concise spreadsheet format.

(1) Transportation

- (a) Number of trips per month*
- (b) Number of passengers and revenue per trip, including trip out and trip back.*
- (c) Total monthly passengers by rate category*
- (d) Source of ticket distribution (i.e. walkup, internet, phone, other 3rd party)*

(2) Inter-Island Transportation

- (a) Number of trips, passengers and revenue (if applicable)*

(3) Interpretation

- (a) Number of tours led per day*
- (b) Number of people per day*

- (c) *Number of people using the audio program per day (if applicable)*
- (4) *Food and Beverage*
 - (a) *Revenue per trip*
- (5) *Merchandise/Beverage*
 - (a) *Revenue per trip*

The Bryce Canyon bus contractor is required to provide the following statistics to **NPS**:

"The Contractor shall submit monthly reports and invoices to the NPS to include:

- a) *Mechanics Hours*
- b) *Drivers Hours*
- c) *Repair Parts Installed, Repairs Contracted Out and Bulk Lubricants and Bulk Minor Parts Purchased*
- d) *Fuel and Mileage Log*
- e) *Repair Log and Work Orders, Accounting for Billed Hours and Parts*
- f) *Rider Statistics by Route, Day, Hour and Month, Counting Boardings (Drivers will Count Passenger Boarding at Each Stop)*
- g) *Fuel Receipts Submitted with Invoice*

The Monthly Service Report shall contain the following weekly totals and year-to-date cumulative totals

- a) *Hours of transit service provided itemized by route and total (This does not include dead heading time)*
- b) *Total Mileage driven*
- c) *Number of passengers transported*
- d) *Number of bicyclists transported*
- e) *Wheelchair loadings that were successful*
- f) *Wheelchair loadings that were attempted but not successful*
- g) *Number of vehicle collisions*
- h) *Number of passenger collisions*
- i) *Number of late and missed trips*
- j) *Number of employees hired, disciplined and terminated*
- k) *Copies of complaints/suggestions made by passengers*
- l) *Copy of compliments made by passengers"*

2.2.4.6 ENVIRONMENTAL IMPACT MITIGATION AND ALTERNATIVE FUELS AND PROPULSION

Table 5 displays several unit examples of alternative fuels and propulsion requirements. One good example of comprehensive environmental impact mitigation requirements can be found in the Golden Gate CC for ferry service to Alcatraz Island. Conditions and requirements that ensure environmental preservation are woven throughout. This CC goes beyond requirements related to alternative fuels and is written from a perspective that all

tasks associated with the ATS must be weighed in light of what impacts each activity introduces to the natural environment. These requirements include:

- Required compliance with State of California environmental protection plans,
- Adherence to NPS sustainable design principles,
- LEED certification,
- Periodic consultation with park staff regarding natural resource impacts, and
- Hybrid and zero emission vehicles.

There were a variety of alternative fuel and propulsion requirements in the agreements and contracts for ATS as shown in Table 8. Generally these requirements involve a trade-off between costs and benefits related to capital and operating requirements, emissions, and FLMA objectives.

Benefits of alternative fuel and propulsion:

- Lower emissions versus diesel, gasoline and standard propulsion,
- Lower fuel costs for liquefied and compressed natural gas, hybrid and electric vehicles,
- Support FLMA goals of resource preservation, and
- Positive visitor image.

Costs of alternative fuel and propulsion:

- Costs for natural gas, hybrid and electric vehicles are higher,
- Facilities for natural gas fueling are expensive,
- Biodiesel may be more expensive per gallon than diesel in some cases, and
- Maintenance costs are initially higher when transitioning to biodiesel.

Table 5: Examples of Alternative Fuel and Propulsion

FLMA Unit	Instrument	Alternative Fuel or Propulsion Requirement
Acadia NP	Cooperative Agreement	Liquid Natural Gas (Propane)
Colonial NHP	Cooperative Agreement	Natural Gas
Glacier NP	Cooperative Agreement	Biodiesel
Harpers Ferry NHP	Service Contract	Biodiesel
Mt. Rainier NP	Service Contract	Biodiesel Preference
Rocky Mountain NP	Service Contract	Alternative Fuel Preference
Zion NP	Service Contract	Compressed Natural Gas
Everglades NP	Concessions Contract	Biodiesel
Golden Gate NRA	Concessions Contract	Zero Emissions & Hybrid Vehicles

2.2.4.7 USE OF INCENTIVES AND PENALTIES IN CONTRACTING

The review of contracts and agreements revealed somewhat limited use of incentives and penalties in FLMA ATS contracts as compared to what are more commonly found in contracts utilized in the public transportation industry as a whole. Incentives that were identified for this effort were typically found in FLMA SCs, which are guided by FAR. Incentives may not be appropriate for other agreement types, but there may be opportunities to incorporate performance based incentives in future CCs.

There were two examples of **NPS** contracts that included incentives. The first took the form of a preference for contract award. In Mount Rainier National Park's Request for Proposals, a preference for contract award was given to those contractors who proposed a minimum 20 percent mix biodiesel fuel in operation of the service. In the second example, the concessioner offered employee performance incentives including:

- *“Future Employment Incentive – In-season job fair, to assist employees with Postseason job placement*
- *Departmental Management Incentive Bonuses and End-of-Season Bonus*
- *Employee of the Month- All day Nenana rafting trip, an overnight at the Kantishna Road House, or equivalent award*
- *Safe Driver Awards - Provided to drivers to recognize miles driven accident-free*

- *Season-ending drawing – Pool of at least \$5000 for all drivers who have had an “incident-free” season*
- *Mechanics - A pool of \$100 per day is shared by all mechanics for all in-season days without a breakdown or equipment*
- *Fleet manager and lead mechanics - A pool of \$500 per week for weeks with zero breakdowns or equipment failures in bus fleet”*

The Denali contract included an indirect concessioner performance incentive whereby the contractor posts a sign on each bus stating that *“the concessioner is committed to providing a Park experience that supports the National Park Service and its mission. In doing so, concessioner provides a 100% Satisfaction Guarantee. We guarantee a high quality experience, friendly and knowledgeable personnel, and clean and efficient transportation. If you are not completely satisfied, we do not expect you to pay. You may contact concessioner at the address provided on your ticket for satisfactory resolution. We apologize for this inconvenience and will remedy the situation as soon as possible.”*

Examples of non-FLMA incentives included the Fort Lauderdale, Florida Community Bus Program contract, which provides county owned vehicles to cities that directly operate service. In order to maintain program eligibility and receive a \$10 annual vehicle lease and other financial support, cities must maintain a minimum ridership level of 7.1 riders per hour. This creates an incentive for the city to design routes that capture the most ridership versus routes that serve political purposes.

There were several examples of penalties in the contracts and agreements that were analyzed. Penalties were most commonly found in SCs and particularly non-FLMA contracts. The contract between Big Sky Transportation District and its private contractor states that *“In the event the Contractor misses a published stop on the schedule without prior permission from the District for any reason other than Acts of God (weather, etc.) the District shall fine the Contractor a fee of fifty (\$50) per occurrence. Further, if the Contractor fails to make a scheduled run of route, the District shall fine the Contractor an amount equal to twice (two times) the base hourly rate established by the contract.”*

Another unique penalty incorporated in the Big Sky contract addressed the issue of customer information. *“If District personnel must provide route or community orientation, or other information on the services under this Contract to the Contractor’s personnel, due to a lack of training on the part of the contractor, the District shall charge the Contractor at the rate of fifty dollars (\$50) per hour for such orientation, training, etc. “*

The YARTS contract imposes a wide range of penalties related to performance, vehicle appearance and operator training as shown below.

- *“On Time Service - The fixed route system as a whole shall operate on time at least 98% of the time. On time shall mean no minutes early and up to no more than ten*

minutes late on any run. Monthly computation of the on-time requirement shall be based on a comparison of the number of runs that operate on time to the number of runs found to be not on time during any calendar month. Contractor will be considered on time if lateness is due to traffic delays, accidents not involving YARTS buses, or wheelchair boardings, heavy passenger boarding, installing snow chains or heavy commuter pass sales, provided Contractor documents each and every delay by Route number, time of day and reason of delay. All runs shall be operated in accordance with the transit schedules issued by YARTS. Additionally, any Route that runs more than 15 minutes late shall be considered a missed run. Non-Performance Penalty: A monthly penalty of \$100 shall be charged for each run not operated on time below the required 98% standard.

- *Missed Runs - Any run that operates more than 15 minutes late shall be considered a missed run. Mechanical failure resulting in delays of 15 minutes or greater shall be considered a missed run. Non-Performance Penalty: A monthly penalty of \$500 for each missed run shall be charged to Contractor.*
- *Bus Washing, Cleaning and Repair - Interior/exterior cleanliness and proper maintenance of the buses operated for YARTS by Contractor is an important consideration of this contract. The interior of each bus shall be cleaned thoroughly each day. The cleaning shall include vacuuming/sweeping the floors, mopping the floors as necessary, cleaning all seats, wheelchair tie-downs and lift station, step-wells driver's compartment and window surfaces. Restrooms must look and smell clean. The exterior of the buses must be washed thoroughly at least once per week. No fuel overflow/spillage shall be visible on the exterior of any in-service bus. Such spillage will be considered a failure of inspection. Additionally, Contractor shall repair broken or damaged interior amenities within 30 days of their notice by Contractor or from inspection. If repair is not possible, this item must be noted on the monthly report for that month. Inspections will be done each month by YARTS management staff and by "mystery riders". Timing of the inspections will not be pre-announced and will be at the convenience of YARTS. Non-Performance Penalty: A penalty of \$2500 will be assessed for each inspection failure.*
- *Trained Drivers - Each driver employed to provide the YARTS service shall be thoroughly trained, per section 12 (e) & (f) of this Agreement, before operating any YARTS buses. Non-Performance Penalty: Any untrained driver found operating any YARTS transit service without complete knowledge of the service he/she is performing will be deemed a missed run and Contractor will be assessed the missed run penalty described above."*

A final example of penalties is addressed in the Zion National Park SC for shuttle service. "In the event a vehicle is returned in such a condition as not to be acceptable to the NPS and it is determined that the condition is due to the negligence of the Contractor, or unprofessional maintenance practices, a payment shall be assessed at a daily rate of \$250.00 per day until

acceptable repairs are made and the vehicle return is accepted. The NPS shall not be liable to the Contractor for any loss, damage, liability, cost, or expense of any type related to the non-return of any vehicle."

2.2.4.8 INTELLIGENT TRANSPORTATION SYSTEMS

Investments in Intelligent Transportation Systems (ITS) can facilitate the effective operation of ATS and traffic management systems. In addition to improving the transportation network within and in the vicinity of FLMA units, ITS can lower the cost of transportation by:

- Reducing congestion, fuel consumption and environmental impacts through traffic and parking management, and
- Producing better designed ATS service via continuous feedback on operations.

The agreements and contracts reviewed by the project team contained ITS components that were found to primarily consist of voice radio communications between vehicles and a central dispatch office. Several contracts also included requirements for in-vehicle public announcement systems, which may often include messages triggered by geographic positioning system (GPS) satellites. Another GPS related ITS component (electronic real time bus departure signs) was included in the CA between Downeast Transportation and **NPS**. ITS contained within non-FLMA contracts included fixed and mobile camera systems, automatic passenger counters and real time arrival information for customers.

Due to the nature of ITS, they are typically procured outside of the standard contracts and agreements for ATS service. They are provided by either a single vendor or system's integrator using multiple vendor products, depending on the complexity of the application. There are numerous challenges faced by FLMAs in planning, procuring and implementing these technologies, and professional assistance is often needed to acquire ITS. Several strategies for ITS procurements should be considered by FLMA staff.

- In most cases, ITS should be contracted through the use of a competitive procurement process with careful review of a variety of proposal criteria resulting in a fixed price contract. There is an increased risk of project failure when ITS are contracted through low bid, with certain exceptions such as upgrades and parts purchases. While a low bid may provide cost savings, if difficulties are encountered in project implementation, there is less flexibility to cooperatively solve issues.
- Consider using a functional specification in the Statement of Work rather than a technical specification. Rigid technical specifications may put the burden of product success or failure on the contracting FLMA. Instead, a functional specification stipulates how the ITS products must perform, rather than how they are to be constructed. This leverages the vendor's or integrator's expertise and limits FLMA risk exposure.

- Commercially available off-the-shelf ITS products are preferred in favor of custom development. Off-the-shelf products typically have a history of satisfactory performance, are more likely to be supported by vendors in the future and have the potential to be upgraded. In some circumstances customization is required but it may be more costly and challenging to maintain.
- Contracts for ITS with extensive requirements may benefit from the use of a compliance matrix. A compliance matrix makes every individual contract requirement a matrix entry with options for the proposer to meet the requirement, not meet the requirement or propose an alternative to the requirement. This tool allows for all requirements to be demonstrated successfully before the FLMA accepts the products as complete. Table 6 displays a sample of a few elements included in a matrix for a non-FLMA ticket vending machine procurement.
- Consider a request for a Best and Final Offer (BAFO) from proposers after a period of contract negotiations. Due to the fast pace of technology innovation over the course of ITS project development, technology may be improved from what was originally required at a potentially lower price. The use of a BAFO can help capture the value associated with those conditions.
- Finally, consider multi-unit or regional FLMA contracts for certain common ITS products or maintenance contracts. This cooperation could help leverage lower costs as a result of higher volume purchases.

Table 6: Sample ITS Compliance Matrix

Item	VI. Description of System Functionality Ticket Vending Machine (TVM) Operating Requirements	Compliance	Vendor Comments/ Alternate Solution
J	The TVM require acknowledgment from pass purchaser at time of purchase that they understand proof of discount ride class will be shown at time of use.		
K	TVM's provide customer feedback throughout the transaction process and records of the transaction via display, audible and post-transaction receipts.		
L	When in audio mode, volume control is user adjustable via a knob or other easily manipulated device.		
M	TVM's refund monies if transaction is cancelled.		
N	TVM's registered and store accounting data.		
O	TVM's have the ability to communicate over a network to receive commands and transmit and receive sales, revenue, accounting, status and security data.		
P	TVM's communicate over a network to send and receive data regarding transactions (banking, etc.).		
Q	TVM's are easily upgraded or modified.		
R	TVM's use pushbuttons with raised characters or Braille on the button for visually impaired users to meet ADA standards.		
S	TVM's have built in security alarms.		
T	TVM's issue a variety of fare media. Describe in Vendor Comments.		
V	If some TVM components fail, the remaining TVM components continue to operate in a limited function mode.		
W	Patrons are able to change selections during a transaction.		
X	Patrons are able to cancel a transaction at any step up to the final acceptance.		
Y	TVM is vandal resistant and designed to preclude unauthorized access.		
Z	TVM's screen display is sufficiently visible through the range of light experienced outside. Screen will not darken due to exposure to sun or rain over time.		

2.2.4.9 CUSTOMER SERVICE

Similar to most other contract elements there were a wide variety of requirements for contractor/partner provided customer services elements. Most contracts and agreements include provisions for documenting and periodic reporting of customer comments to the FLMA. The draft operating plan for the Dry Tortugas National Park ferry service emphasizes this element by stipulating that the contractor maintain an adequate number of customer comment cards in order to measure service and quality standards, pricing, product mix and the overall Park experience. Additionally, the contractor must provide an electronic touch screen kiosk at the interpretive center to solicit visitor input and respond to any complaints of concerns within ten days.

Other customer service elements that were included in some contracts stipulated that the contractor accept designated credit cards, maintain a website and offer either a personally staffed year round or computerized reservation system.

The Denali CA specifically addressed the needs of non-English speaking and hearing impaired visitors. The concessioner is required to work with **NPS** to produce multi-lingual handouts conveying essential safety, wildlife and other park information and provide an audio system to allow for language translation on an as-needed basis. The concessioner was also required to investigate headphone systems and improved interior speaker systems and provide the assistance of a sign language interpreter as needed.

2.2.4.10 AGREEMENT AND CONTRACT BREACH AND DEFAULT TERMS

Although most contractual obligations are fulfilled and rarely result in a need to exercise breach and termination clauses, it is important to adequately protect the FLMA from default. The enforceability of breach and termination clauses should be carefully evaluated. In developing breach and termination clauses FLMA's may consider the following (<http://law.anu.edu.au/colin/Lectures/breach.htm>):

- Define which breaches justify termination and which do not;
- Specify the effect of the breach rather than the particular term which has been broken;
- Time clauses are common; and
- Consider uniformity among contract types and quantify damages.

Termination clauses found in CAs were varied but generally extremely liberal, providing for severability for any reason with as little as five day notice up to as much as sixty day notice. MOU typically allowed for termination without cause with anywhere from a thirty to a ninety day notice. There was a great deal of diversity found in SCs. One allowed for termination for either cause or convenience and another only allowed for a ten day notice to cure a breach.

In contrast to the other agreement and contract types, CCs (particularly in **NPS**) had somewhat standard clauses for breach and termination. The concessioner typically receives a notice of material breach of contract and is allowed fifteen days to remedy or provide a solution to the problem. It should also be noted that several CCs had an optional provision for the purchase of a performance bond. Performance bonding can insulate the FLMA from risk, acting as an insurance policy by paying for damages when the concessioner defaults on its contractual obligations. The cost of a performance bond is generally passed on to the FLMA.

2.2.4.11 COST SHARING

In many of the agreements and contracts reviewed, details related to costs and funding sources was not included. Agreements tended to have two or more partners contributing different levels of funding, assets and personnel for the ATS. CCs provided for financial compensation (anywhere from a \$500 minimum guarantee, up to 25 percent of gross revenues) to be paid to the FLMA. SCs were primarily fixed price payments to a service provider based on one or more of the following units of cost, either for operations only or fully loaded with administrative, capital and maintenance expenses:

- Cost per revenue/service hour,
- Cost per revenue/service mile,
- Cost per trip, and
- Cost per route.

Structuring the cost share is largely dependent on the unique factors that each FLMA unit faces. As previously described, it is dependent on the availability and types of funding the unit can access, the contributions of partners, leveraging resources and expertise of others and the viability of the associated business plan that factor into the financial subsidy required to operate the system.

Tables 7 & 8 offer two examples of how cost share can be constructed. The first displays different fuel cost arrangements. They can be structured to incentivize efficiency and shield the risk of fluctuating prices from partners as shown in Table 7. Table 8 summarizes vehicle ownership and operating arrangements.

Table 7: Fuel Price Cost Share Arrangements

FLMA Unit	Instrument	Fuel Price Cost Share Agreement
NPS/Rocky Mountain	Service Contract	NPS will pay fuel costs above \$2.50 per gallon.
NPS/Glen Canyon	Cooperative Agreement	The reimbursement obligation of the Utah DOT shall be limited to a maximum operating loss of \$50,000 per calendar year. However, if the expenditures for fuel in any year exceed \$30,000 UDOT will pay the difference of the fuel cost if the total operating loss exceeds the \$50,000 minimum allowed.
NPS /Sequoia	Cooperative Agreement	NPS will provide gasoline and diesel for the attached service schedule. NPS will provide a monthly report on the quantity of fuel used by the shuttle operation for the City's review. This fuel will be limited to a maximum of 13,000 gallons of diesel and 4,200 gallons of gasoline, and the City will reimburse NPS for any additional fuel costs.

Another way to share risk and financial burden among partners is to leverage funding and maximize the use of existing assets to provide ATS. Table 8 displays several examples of both FLMA and non-FLMA arrangements for vehicle ownership and operations. In another example, a **USDA/FS** MOU with a friends group describes the cost sharing arrangements between several funding partners. The MOU includes language that states **USDA/FS** will “*reimburse the cooperator for the Forest Service's proportionate share, 19.33 percent of actual expenses incurred, not to exceed \$15,000.00, reduced by program income, and other Federal and nonfederal cash contributions, as shown in the incorporated Financial Plan. If program income generated from the project exceeds the cooperator's actual expenses, the Forest Service share is zero. The cooperator is approved to submit quarterly billing(s). The Forest Service will make payment for its proportionate share of project costs upon receipt of an invoice. Each invoice shall display the cooperator's actual expenditures to date of the invoice (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less program income and other Federal and nonfederal cash contributions and previous Forest Service payments.*”

Table 8: Vehicle Owner Operator Arrangements

FLMA Unit/Agency	Instrument	Vehicle Owner/Operation Arrangement
Fort Lauderdale Community Bus	Interlocal Agreement	The County will purchase the buses with 5307 funds and lease to the City annually for \$10 for City government to operate on service.
NPS/Acadia	Cooperative Agreement	NPS draws funds from federal and non-federal sources to purchase transportation services from a local non-profit agency.
Rochester	Subsidy Agreement	The local school district submits an annual payment to the Transit Authority to provide a limited amount of student transportation.
NPS/Muir Woods	Cooperative Agreement / Service Agreement	NPS has a Cooperative Agreement with Marin County Transit District as the foundation for a Service Agreement between the Transit District and the Golden Gate Transit (GGT) Agency to provide a shuttle to the park. 2 vehicles are furnished by Marin, with the remainder leased from GGT.
NPS/Cuyahoga	Cooperative Agreement	NPS authorizes use of its 26 miles of rail infrastructure and right of way. Cuyahoga Valley Scenic Railway operates a passenger rail service on the line, furnishing all rolling stock locomotives.
NPS/Big Sky	Service Contract	NPS will provide gasoline and diesel for the attached service schedules. NPS will provide a monthly report on the quantity of fuel used by the shuttle operation for the City's review. This fuel will be limited to a maximum of 13,000 gallons of diesel and 4,200 gallons of gasoline and the City will reimburse NPS for any additional fuels.
NPS/Sequoia	Cooperative Agreement	NPS will provide gasoline and diesel for the attached service schedules. NPS will provide a monthly report on the quantity of fuel used by the shuttle operation for the City's review. This fuel will be limited to a maximum of 13,000 gallons of diesel and 4,200 gallons of gasoline and the City will reimburse NPS for any additional fuels.

2.3 CONCLUSIONS

ATS Business Models are a collection of strategies FLMA's employ to provide unit visitors with high quality mobility options while protecting the natural environment. There is no "one size fits all" Business Model. Each FLMA unit has unique needs and characteristics that must be evaluated in order to determine the most efficient and cost effective ATS Business Model. A variety of Business Model characteristics have been presented to illustrate the key Business Model elements identified and analyzed by the project team including: legal and regulatory compliance, resource availability (both human and financial), and institutional arrangements based in part on commercial business and partnership opportunities. These form the foundation for the implementation tools (contracts and agreements) that are used to create, deliver and manage ATS.

The project team did identify the need for additional analysis of the detailed financial components of the various Business Models. This type of analyses could provide additional guidance in Business Model selection based on cost effectiveness and efficiency measures. Due to the limited availability of financial data for this effort, the project team was able to address financial considerations only in a broad sense; however, the pro-forma **NPS** is currently preparing may provide additional guidance to assist in the evaluation and selection of ATS Business Models.

3 BUSINESS MODEL SELECTION GUIDANCE AND CASE STUDIES

As previously described, each FLMA has unique circumstances and requirements that will influence the selection of an appropriate Business Model for ATS projects. When considering the implementation of ATS, the FLMA should carefully analyze and document these characteristics in a business plan, which will provide both internal and external guidance in terms of ATS capital, operating and funding requirements, management capacity, demand, and promotional and marketing opportunities. The business plan can be a useful tool for developing funding requests, soliciting support from potential public and private partners and developing contract and agreement parameters. The U.S. Small Business Administration has published general guidance regarding the key elements of a good business plan that could be adapted for use by FLMA's when evaluating options and selecting the appropriate ATS Business Model, as shown below¹⁴:

- Business Plan Executive Summary – The executive summary is a snapshot of your business plan as a whole and touches on your company profile and goals.
- Market Analysis - The market analysis includes specific industry, market and competitive analysis information relevant to the proposed project.
- Company Description - What do you do? What differentiates your business? Which markets do you serve?
- Organization & Management - All businesses are structured differently. Describe your organization and its management structure regardless of its size.
- Marketing & Sales Management - How do you plan to market your business? What is your sales strategy?
- Service or Product Line - What do you sell? How does it benefit your customers? What is the product lifecycle?
- Funding Request - If you are seeking funding for your business the business plan should include historical financial performance data and projected funding and revenue sources. If you need funding, providing financial projections to back up your request is critical.

A business plan sets forward an operating and management strategy for one particular scenario. Business Models could be considered the categorical classifications of different business plans. In the realm of ATS, certain Business Models have proven to be successful, resulting in those models being replicated elsewhere in FLMA's. Some individual business plans might emphasize the use of cooperating partners to deliver a product; others may be facilitated by revenue generated from concessions.

This report focuses on a wide range of elements that comprise an ATS Business Model along with descriptive examples. The elements have been categorized into four major Business Models with illustrative case study examples of each model type.

- Commercial Service/Grand Canyon National Park,
- Partnership/Sequoia and Kings Canyon National Park,
- Service Contract/Rocky Mountain National Park, and
- Volunteerism/Cuyahoga Valley National Park.

The following sections include a description of each model, the pros and cons of the Business Model types, a comparison of Business Models (Table 12), and how to select and implement a business model (Figure 5).

3.1 COMMERCIAL SERVICE BUSINESS MODEL

The primary component of the CS business model is the involvement of an external service provider who will be responsible for ATS in exchange for revenue generating opportunities. When CS is provided via a CC, for example, there is generally an existing market for a business opportunity in which ATS may be a singular function or just one component of a multi-faceted operation involving lodging or food services. The market and the associated business plan provide a return of a percentage of revenue back to the unit and a reasonable profit for the concessioner. A CUA provides a less lucrative and less restrictive platform for ATS provision, lending itself as a useful tool in developing new markets for ATS. In **BLM**, **FWS** & **USDA/FS**, a SUP is the mechanism that facilitates a business opportunity for a private provider, but unlike a CC it does not return revenue to the FLMA unit beyond associated administrative costs.

3.1.1 LEGAL & REGULATORY

- Concessions Contract – This commercial services instrument is appropriate when the FLMA wants to incorporate more oversight and legal protections into a contract.
- Commercial Use Authorization – Only used by **NPS**, CUAs have inherent restrictions derived from public law that govern ATS activities, such as providing for a 1-2 year term, defining geographic parameters for service origin and termination points, stipulating that no in-unit resources are assigned, and eliminating the requirement for award through a competitive solicitation. However, CUAs do foster the development of ATS business opportunities when consistent with preservation of the natural environment.
- Special Use Permit – SUPs are more frequently used in FLMAs (other than **NPS**) for longer term or ongoing ATS services. They can be structured to be less restrictive and allow a variety of activities with differing oversight requirements.

3.1.2 RESOURCE AVAILABILITY

Generally CCs have the greatest likelihood of significant FLMA resources contributed to the concessioner. These may include facilities, vehicles or other assigned government assets. There are also FLMA unit staff requirements to oversee the concessioner commensurate with the size of the operation. SUPs have variability in resource requirements among FLMAs. In **NPS**, SUPs are used for short time limited events; however, SUPs in other FLMAs may function more like a CUA serving longer term ATS needs, which may necessitate a higher level of FLMA oversight. In **NPS**, CUAs do not allow the assignment of unit resources for the provision of ATS.

3.1.3 PENALTIES & INCENTIVES

Although efficiency is naturally incentivized within CCs, additional incentives may be beneficial to include in CCs to reward the quality of services provided. Franchise fees associated with CCs tend to be fixed over the life of a contract with minimal opportunity for renegotiation. Reimbursement for services may also be predefined. Therefore, this leaves operating expenses as the single most controllable variable for the concessioner. In order to prevent a scenario in which efficiency is overly emphasized at the expense of quality, penalties and incentives can be attached to quality or customer service measures.

SUPs and CUAs generally require less involvement from the FLMA than CCs and were found to be more punitive than incentive based. SUPs and CUAs are also more easily revocable, in which case penalties and incentives may not be as important or effective.

3.1.4 INSTITUTIONAL ARRANGEMENTS

The parties to a commercial services agreement are typically a private business and one or more FLMAs. The private businesses run the spectrum from small outfitters and guide services (which are more likely to involve a CUA that provides non-motorized ATS), to mid and large sized businesses (which may operate larger scale concessions).

3.1.5 RISK

CCs involve considerable risk to both the concessioner and FLMA, which to some degree is dependent on the complexity of the operation. The upfront investment required of a concessioner is significant and start-up costs need to be recovered over the term of the contract. Adjustments to various business plan parameters, such as level of service standards, may be required to reflect actual versus planned outcomes.

The risk associated with SUPs and CUAs is lower than the risk for CCs. By design, these instruments involve fewer FLMA responsibilities. Risk still exists, but is assumed primarily by the entity providing the service. FLMA risk can be even further mitigated by incorporating additional permit conditions and requirements.

Pros of Commercial Services

- Less dependence on entrance or amenity fees to fund service, or where transportation fees are either not available or insufficient to cover ATS costs
- Life cycle costs of capital and infrastructure can be built into a CC based on activities and responsibilities described in maintenance and capital plans

Cons of Commercial Services

- Failure to perform in a CC can leave units with substandard service and a challenge in finding a replacement, particularly in remote locations where the availability of qualified alternate providers may be limited.
- Low risk instruments such as CUAs may be limited in application since they may not be competitively solicited by the FLMA.
- While concessions are optimal due to revenue generation opportunities, they are not always readily available.

3.1.6 STRATEGIES FOR IMPLEMENTATION

As previously discussed, CCs are generally designed for larger scale ATS market opportunities. Where potential markets for ATS may not yet be fully developed, lower risk instruments such as SUPs and CUAs become optimal for the further development of ATS business opportunities. These shorter term authorizations allow a third party to operate within a unit to develop an ATS business opportunity through profit generation. Over time, SUPs and CUAs may be 'brought in' to the FLMA for conversion into a CC. The benefits are twofold: the FLMA receives a franchise fee as part of the CC, and the concessioner is offered access to the market and potentially the unit's capital resources along with other potential revenue generating opportunities.

To summarize, one strategy to develop commercial services such as a CC is to utilize low risk permits such as a SUP or CUA and allow third parties to develop markets for ATS, which can later be converted to a CC when those markets become stable and mature.

A second strategy is to bundle transportation services with profit generating concessions. In this scenario, a FLMA unit may have a concession opportunity that involves non-ATS dependent services. Because transportation typically does not recover enough user fees to fund operating and capital expenses, in most cases ATS will require some type of financial subsidy. One way to fund an ATS service would be to offer the ATS as part of a larger concession that is financially self-sustaining.

The following case study of the Grand Canyon National Park bicycle ATS demonstrates how a CUA was transitioned to a viable and revenue generating CC.

3.2 COMMERCIAL SERVICES CASE STUDY – GRAND CANYON NATIONAL PARK

Grand Canyon National Park covers more than 1.2 million acres in Arizona. Annual visitation to the park is approximately 5 million.¹⁵ Its unique status as the largest eroded canyon in the United States was recognized more than 100 years ago as an object of “unusual scientific interest”.¹⁶ The **NPS** defined mission for the Grand Canyon is expressed in two goals that concern preservation and visitor access:¹⁷

- To preserve and protect its natural and cultural resources and ecological processes, as well as its scenic, aesthetics and scientific values
- To provide opportunities for visitors to experience and understand the environmental interrelationships, resources, and values of the Grand Canyon without impairing these resources.

The South Rim of the canyon is the most publically accessible area of the park and is open year round. Most visitors arrive at the South Rim by private automobile, tour buses or via a scenic rail tour. Exploration of this area by trails, paths and greenways can be performed upon several modes.

In 1995, the park completed a General Management Plan, which identified the need for a visitor bicycle rental operation and construction of an associated facility on the South Rim. Incorporated with the development of a visitor’s center, the bicycle rental service was envisioned to be the first of its kind to originate within the park boundaries.

In 2008, NPS created a South Rim Transportation Plan, which advanced the bicycle rental operation and facility construction in an Environmental Assessment (EA). The Plan provided for greater visitor access and enhanced services for the area, to include bike rentals. The EA resulted in a Finding of No Significant Impact and allowed the project to proceed.



Figure 5: Grand Canyon National Park Bicycle Rental Facility

In May 2010 the park issued a one year CUA to Bright Angel Bicycles L.L.C. with a one year renewal option for bike rental and tour services. In preparation for converting this service to a Concessions Contract, NPS collected information from both the permit holder and visitors to determine how bicycle rental operations would be managed in the future.

In 2011 a RFP was prepared to solicit a concessioner for a 10 year term to provide seasonal operations with predefined rates for bike rentals, guided hiking tours, bus shuttles with bike racks, and food service. A business opportunity was described in the RFP that demonstrated a viable market for these services. The South Rim had nearly 2.7 million visitors during the 2010 operating season.¹⁸ Additionally, while there were other existing concessioners in the area, the only other CUAs for bike rental services was located more than 50 miles outside the park boundaries.

The business opportunity further generated competitive interest as there was no Preferred Offeror status, due to the fact that the operation was previously permitted as a CUA versus CC. Data collected from the existing CUA operation included total gross receipts, the number and types of customers, and suggested capital investment required to operate. A fairly significant franchise fee of 10 percent was stipulated in the CC solicitation, suggesting an underlying strength of the operation in terms of financial sustainability. In May 2012, Bright Angel Bicycles LLC was awarded the CC.

3.3 PARTNERSHIP BUSINESS MODEL

The partnership ATS Business Model is one facilitated by the use of agreements between and among FLMAs and other public and private entities that share a common interest to support transportation activities on public lands. Partnerships can be informal, but as a Business Model should be formalized through the use of one or more agreement types available to FLMAs, as described in the Sequoia and Kings Canyon Case Study that follows. Partnerships involve at a minimum two, but sometimes three or more entities that cooperatively fulfill complementary roles to bring ATS to a FLMA. A successful partnership business model relies on the strengths of partners' respective capabilities, expertise and access to funds, and relates ATS on public lands back to the mission, vision, goals and objectives of each partner entity.

3.3.1 LEGAL & REGULATORY

The DOI has issued guidance that their use of the term *partnership* is not meant to include corporate or business partners due to the language in 31 U.S.C. 9102, which states "*an agency may establish or acquire a corporation to act as an agency only by or under a law of the United States specifically authorizing the action.*" However, the partnership business model does not exclude such private entities in an ATS, particularly concerning its operation. Therefore a partnership between non-corporate entities may be coupled with a service contract that includes a transportation providing business. The following agreement types facilitate partnerships.

- Cooperative Agreements – Used when the principal purpose of the relationship is to transfer a thing of value to the state, local government, or other recipient to carry out a public purpose of support or authorized by law. Substantial involvement is

expected between the executive agency and the state, local government, or other recipient when carrying out the activity contemplated in the agreement.

- Interagency Agreements – Used between federal agency partners. Specifically, they involve a FLMA and another agency or agencies outside the DOI to reimburse that agency for services or materials provided to the FLMA.
- General Agreements - Establish an administrative framework (within **NPS**) where a subsequent CA or IAA will be executed. GAs are intended to be generic instruments that do not commit **NPS** funds but act as a catch-all for describing any agreement that is not a CA or IAA.
- Memoranda of Understanding - Document relationships between two or more parties that describe a framework for cooperation, each with specific responsibilities that benefit parties to the arrangement.
- Challenge Cost Share - Designed to split the funding responsibility and risk among partners. CCS maximizes the use of federal money by leveraging funds from non-Federal partners interested in resource preservation.

3.3.2 RESOURCE AVAILABILITY

One goal of a partnership is to maximize the use of as many partner resources as possible. A FLMA may contribute funds to the partnership that could be supplemented with additional funding or services provided by a friends group or private sponsors. State and local governments may contribute maintenance, facilities or other infrastructure. Transit agencies may contribute planning and operating expertise and leverage existing assets such as vehicles to contribute to a partnership. Further guidance from the DOI on partnerships with agreement templates, funding and technical assistance can be found at <http://www.doi.gov/pmb/partnerships/index.cfm>.

3.3.3 PENALTIES & INCENTIVES

Because partnerships are formed to cooperatively address ATS, the use of penalties and incentives in a partnership arrangement would not be appropriate.

3.3.4 INSTITUTIONAL ARRANGEMENTS

The institutional arrangements associated with the Partnership Business Model are the most diverse of the four model types. This diversity comes from the variety and potential combination of government, non-profit and private partners who can enter into one of the several FLMA agreement types. For example, public-public partnerships between FLMA and local governments may also involve contracting for services from a private transit provider.

3.3.5 RISK

While partnerships offer some advantages over other Business Models based on the diversity of potential partnership arrangements, there are two significant risks present. The reliance on numerous external partners to provide ATS can create multiple points of failure, particularly if the transportation service will be jeopardized if only one partner drops out of the agreement. This weakness is compounded by the second risk factor, which is the often short term nature and relative ease with which partnership agreements can be terminated or dissolved as compared to several other Business Models.

Pros of Partnerships

- Leverage support from partners who share common vision, mission and goals
- Access to a greater diversity of resources with the potential to balance fluctuations in year to year funding
- Availability of a variety of agreement types to fit multiple partnership frameworks

Cons of Partnerships

- May introduce more stringent administrative requirements with partners who are bound by rules associated with other state or federal funding sources
- Less direct control of service

3.3.6 STRATEGIES FOR IMPLEMENTATION

Strategies to implement a partnership-driven ATS would involve a process that includes the following activities:

- Begin with a planning exercise to assess level of interest, ability and capacity from external partners;
- Be proactive with a prepared business plan when approaching potential partners about collaboration;
- Solicit stakeholder involvement such as private funding and non-profit contributions. Give each stakeholder a seat at the table in decision making;
- Develop and articulate details of each partner's relationship, and
- Attempt to be creative with assets (such as an off season lease as previously described). Quantify those assets as in-kind contributions from each partner to assess level of involvement.

3.4 PARTNERSHIP CASE STUDY – SEQUOIA AND KINGS CANYON NATIONAL PARKS

The Sequoia and Kings Canyon National Parks in the southern Sierra Nevada of California include over 500 Native American archeological sites, 100 historic sites and hundreds of caves.¹⁹ The two parks are adjacent to each other and are managed jointly by the **NPS**. In 2011, these two parks served a total of more than 1.5 million visitors.²⁰ One of the most notable features of these two sites is the Giant Forest located in Sequoia. The forest contains some of the largest trees in the world and hosts more than 40 miles of hiking trails.



*Figure 6: Sequoia Shuttle
(Photo Courtesy of visitvisalia.org)*

Access to the Giant Forest and Sequoia and Kings Canyon National Parks is primarily from the Cities of Fresno and Visalia, which are located along State Route 198. The Giant Forest underwent a restoration intended to provide visitors with opportunities to experience the giant sequoia trees on foot rather than in vehicles. A goal of the unit is to reduce parking congestion within the park, which until the restoration, was commonly experienced. Beginning in May 2007, a shuttle began running in the forest. The “Sequoia Shuttle” was created through a partnership with the City of Visalia and runs from the City to the Giant Forest. In addition to a shuttle which runs external to the park, four routes now run in a seasonal operation within the park’s borders. The free in-park shuttles served almost 300,000 rides in 2010, and in 2011, ridership increased 46 percent.

A CA facilitated this partnership between the City and **NPS** to provide shuttle services. A subsequent task agreement contains a great level of detail outlining roles and responsibilities that can be modeled by other FLMAs interested in a cooperative arrangement to develop a similar operation.

The primary content of the task agreement is the Statement of Work, which describes the activities to be undertaken by the City and **NPS** to operate the shuttle. The City has primary responsibility for the service, which is directly operated by a private third party transit service operator. The City is responsible for providing the following:

- Operation of a shuttle service over designated routes
- Compliance with federal laws and regulations
- Trained, courteous bus drivers and support staff including mechanics, dispatchers, supervisors, and service workers
- Shuttle drivers who meet the same requirements that are described in the sections contained in the City's October 1, 2009 "AGREEMENT BETWEEN THE CITY OF VISALIA AND THE CONTRACTOR". The following sections are adopted as a part of the task agreement:
 - Employee Selection and Supervision
 - Training of Drivers and Operations Personnel
 - Driver's Responsibilities
 - Uniforms
 - Road Supervision
 - Drug and Alcohol Testing
- Personnel policies and procedures such as:
 - Non-Discriminatory Practices in Hiring (EEO, ADA, and Title VI policies)
 - Quality assurance
 - Customer service
 - Written policies and procedures governing personnel conduct
 - Visitor Relations –The City is responsible to assist **NPS** in responding to visitor inquiries, comments, and complaints within 72 hours of receipt
 - Equipment and Supplies
 - Vehicle Provisions –The City shall provide and maintain all shuttles
 - Communication Equipment - The shuttle drivers, in keeping with appropriate radio protocol, must use the vehicle communication systems for all communications
 - Safety Program – The City shall develop, maintain and implement a written Documented Safety Program

The **NPS** agrees to provide the following:

- Visitor Interpretive Information
- Administrative Facilities
- Parking
- Maintenance Facility Trailer Pads
- Bus Wash Facilities
- Fuel Facility and Infrastructure
- Fuel
- Roadway Improvements
- Bus Stop Information
- Passenger Information
- Training
- Route Structure

The Statement of Work is followed by a Quality Assurance Plan, which contains several best practices for shuttle operations. This includes an on time performance goal of 95 percent and data collection procedures with templates. The Quality Assurance Plan relates all activities to the five goals and objectives of the service.

1. Provide a service that improves the visitor experience and preserves resources
2. Reduce parking demand and congestion at key locations within the park
3. Reduce emissions and carbon footprint in the park
4. Preserve resources
5. Provide a financially sustainable system that provides a benefit that exceeds the cost

3.5 SERVICE CONTRACT BUSINESS MODEL

Contracting for services is a common practice in the federal government. There is extensive guidance regarding purchases from third parties. An emphasis in successful service contracting is soliciting multiple competitive bids from qualified providers. Negotiated contracts should result in minimal risk exposure while maximizing operating efficiency and customer satisfaction. However, service contracting as a Business Model may be one of the most challenging to sustain as it relates to financing. The identification of a reliable, recurring source of subsidy is critical because ATS typically do not generate revenues sufficient to cover costs. Service contracting does allow the FLMA to have a great deal of control in shaping the service, and contracts can be structured to provide the flexibility to ramp service up or down based on demand when the appropriate framework is built into contracts. The service contracting Business Model was found to be successful in larger ATS operations, where the correct contract type was utilized, and in situations where only one specialized element of service, such as operating labor or maintenance activities, was procured.

3.5.1 LEGAL & REGULATORY

- Federal Acquisition Regulations - Regulations issued by agencies of the Federal government of the United States to govern the steps of the acquisition process
- Service Contracts - An arrangement that allows fees for services where the originating FLMA enters a contractual relationship with a service provider. Five types of contracts are described as follows:
 1. Fixed Price Contract - A contract that provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract. This contract type places maximum risk and full responsibility for all costs and resulting profit or loss on the contractor.

2. Cost Reimbursable – A contract that establishes an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the contracting officer.
3. Incentive – For use when supplies or services can be acquired at lower costs and, in certain instances, with improved delivery or technical performance, by relating the amount of profit or fee payable under the contract to the contractor's performance.
4. Indefinite Quantity / Delivery – A contract to acquire supplies and/or services when the exact times and/or exact quantities of future deliveries are not known at the time of contract award.
5. Time & Materials / Labor Hour – A contract option when it is not possible at the time of executing the contract to estimate accurately the extent or duration of the work, or to anticipate costs with any reasonable degree of confidence.

3.5.2 RESOURCE AVAILABILITY

Service contracts can be structured to have a great deal of flexibility. They can be used to contract for operations, maintenance, capital or a combination of the three. For example, if the FLMA has vehicles, the service contract can be used to obtain only those resources needed to operate and maintain the capital equipment. Alternatively, the contract can be written for a complete turn-key operation, which includes vehicles in such a way that the contract becomes the equivalent of a vehicle lease for the duration of the contract.

3.5.3 PENALTIES & INCENTIVES

Service contracting is the most appropriate Business Model for the use of incentives. In commercial services, profit provides the primary incentive. In service contracts, particularly those that are fixed price, incentives or disincentives/penalties can attach monetary value or liquidated damages to a contractor's success or failure in meeting service criteria. Service criteria can include measures of operating performance, maintenance and measures of customer satisfaction.

3.5.4 INSTITUTIONAL ARRANGEMENTS

Unlike the partnership Business Model in which a local transit agency or state department of transportation is often the primary service provider, service contracts typically involve a private company that specializes in one or more aspects of transportation. These companies can range from a small, local business providing maintenance services, to larger companies who operate entire turn-key systems in multiple locations across the nation.

3.5.5 RISK

Risk in a service contract is highly dependent on the language, provisions and structure of the authorizing contract. The selection of the appropriate contract type is important to transfer as much risk as possible away from the FLMA. The contract can then be supplemented with strong breach and default contract terms and incorporation of financial incentives or penalties, with the understanding that higher service quality requirements result in higher costs. Finally, performance bonding is another tool to mitigate risk of default when a provider cannot comply with the terms of the contract.

Pros of Service Contracting

- Utilizes external expertise and resources
- Takes advantage of available FAR acquisition guidance (with which FLMA contract administrators are familiar) and multiple contracting tool options based on specific needs or circumstances

Cons of Service Contracting

- Absent appropriate contract language and oversight, there is risk of sacrificing service quality for cost efficiency
- Requires a reliable and recurring subsidy

3.5.6 STRATEGIES FOR IMPLEMENTATION

From a financial sustainability perspective, the service contracting Business Model may be one of the least desirable in certain situations. Therefore, a cost centered strategy to implement service contracting for ATS would involve a process that includes the following activities:

- Perform an internal needs assessment to understand the levels of service required to meet the minimum ATS requirements of the FLMA unit;
- Determine the approximate cost of each of the scenarios for ATS put forward in the needs assessment;
- Explore concessions or partnership opportunities to provide this service (see associated implementation strategies) that share the responsibilities of ATS among additional parties;
- Identify funding sources that are recurring and appropriately define the term of a contract that is in line with both the dollar amount and duration of the available funding;
- Select the best contract type in accordance with the expectations of the service to be delivered;
- Include a baseline amount of service with the flexibility to increase or decrease as conditions warrant (i.e. as funding permits or as demand fluctuates); and

- Consider the use of contract options to be exercised when new service has the potential to become funded in subsequent phases or contract years.

3.6 SERVICE CONTRACT CASE STUDY – ROCKY MOUNTAIN NATIONAL PARK

Located in north central Colorado, Rocky Mountain National Park (RMNP) was established in 1915.²¹ The park encompasses approximately 416 square miles and draws approximately 3 million visitors each year, particularly those interested in hiking, camping and wildlife viewing.

RMNP was one of the first national parks to adopt an ATS. In 1978, it introduced a shuttle bus system along Bear Lake Road, one of the most popular scenic roads in RMNP. The shuttle transported approximately 160,000 passengers in 1978. By the mid-1990s there was a growing interest in expanding ATS due to limited parking at many trailheads and traffic congestion along several park roadways. Expanding the shuttle service was considered in the park master planning and transportation planning process. The original Bear Lake Road service was enhanced in 2001, and in subsequent years two additional routes were added.²² The current shuttle system uses a mixture of gasoline powered cut-a-way shuttles and diesel powered low floor buses operating on the following routes: the Bear Lake route, which operates on 10 to 15 minute headway; the Moraine Park route, which operates on 30 minute headway; and the Hiker Shuttle, which operates on a half hour basis (during peak times) between the Town of Estes Park and the Bear Lake Park & Ride lot (with some modifications to the Hiker Shuttle's standard route configuration for the 2012 season). The shuttles generally operate from late May/early June through early October with some weekend only service before and after that period. Due to the second phase of the Bear Lake Road reconstruction project, between May 26 and October 9, 2012, shuttle service utilization is mandatory between the hours of 9:00 a.m. to 4:00 p.m. All shuttles are free with paid entry into RMNP.²³

System-wide annual ridership has reached approximately 430,000. Due in part to the increasing percentage of visitors accessing trailheads along the Bear Lake Road corridor via the shuttles instead of private vehicles, parking capacity constraints have been effectively eliminated. This success may be enabling visitation levels that cause visitor crowding and resource impacts, potentially due to the fact the shuttles operate according to visitor demand. As the number of visitors waiting at the Bear Lake Park & Ride lot to board shuttle



*Figure 7: Rocky Mountain National Park Shuttle
(Photo Courtesy of Western Transportation Institute)*

buses increase, the number of buses operating is increased until there are no more buses available. This approach is designed to reduce waiting times at bus stops and onboard crowding, and to increase the convenience of using the shuttle.²⁴

The first RMNP shuttle was implemented in 1978 through a CC contract through which six school buses were utilized for the service. Around 1995, a five year contract was awarded to another private provider, although it not known if that was a second CC contract or a new SC. The CC contract was likely suitable for the initial start-up service due to the low risk nature of CCs, and the availability of a willing concessioner. At some point between 1978 and the late 1990's, a decision was made to transition from a CC contract into a SC arrangement, which may have been due to the fact that there were no concessioners who owned or had access to the appropriate vehicles or that the operating requirements exceeded their capabilities.

In 2001, an expanded free shuttle bus service was initiated through a one year SC with a private transportation provider. During 2001, NPS issued a new solicitation for proposals for a five year period with five annual renewal options. Although the solicitation evaluation criteria gave weight to the cost component of proposals (30%), and experience and past performance of staff (20%), the emphasis was on technical factors (50%) that were evaluated in descending order of importance as follows:

- Systems Implementation Plan (including provisions for buses)
- Operations Plan
- Fleet Services (including maintenance and cleaning)
- Management Plan
- Personnel Selection and Training Plan (including drivers)

The 2001 incumbent private contractor was successful in securing the contract to provide all vehicles, maintenance, operations, and facilities for the service. This contractor had significant experience in operating large scale transit systems throughout the country and in operating systems for NPS systems (the 2001 season at RMNP and beginning in 2000, the Zion Nation Park shuttle system with annual ridership of approximately 1.5 million).

Due to the rapid increase in ridership demand on the RMNP shuttle system and the challenges associated with the Bear Lake Road reconstruction project that was scheduled to begin in 2003 (and would require a significantly higher level of resources), a SC with a large and experienced contractor was a logical choice for NPS. The contractor had access to the necessary capital and an experienced workforce in place for project management and oversight.

Although **NPS** was making a significant financial commitment of approximately \$5.3 million in annual base costs, the contract was designed in such a way as to maintain some flexibility and minimize certain risks for both **NPS** and the contractor. For example, this was an indefinite quantity contract. It was structured around a base estimate of 8800 annual service hours for what was then referred to as the Bear Lake route, the Fern Lake route, an

optional Elk Viewing route, and the option for additional service on the Bear Lake route during construction. If the options were exercised, the contractor was guaranteed a minimum of 6000 hours to compensate for the fixed costs associated with the options. The contract also allowed NPS to increase or decrease the base service hours by up to 15 percent without renegotiating the base rate, and agreed to reimburse the contractor for fuel costs in excess of \$2.50 per gallon. NPS also maintained the future right to procure vehicles for the contractor's use if it determined that was a more cost effective option.

As shown below, this contract delineated a series of reporting and monitoring requirements that were commensurate with the high level and value of the shuttle service. In addition to the elements specifically listed in the contract, **NPS** also included a clause that allowed them to add requirements as warranted throughout the term of the contract if additional reports were identified to aid in performance monitoring.

- Quality control inspections of vehicles by NPS staff – NPS can remove the vehicles from service or require a 72 hour repair report for conditions including but not limited to: safety, cleanliness, body damage, heating/air conditioning, preventative maintenance status, etc.
- Contractor maintained vehicle files including but not limited to: mileage, service hours, component change out and failure/road calls for NPS inspection.
- Employee training files for NPS inspection
- Personnel requirements and records
- Operator appearance
- NPS monitors complaints and disposition of complaints
- Monthly service provision reporting by route and total
 - Total mileage driven
 - Number of passengers
 - Successful wheelchair loadings
 - Wheelchair loadings attempted but not successful
 - Number of vehicle accidents
 - Number of passenger accidents
 - Number of late and missed trips
 - Number of employees hired, disciplined and terminated
 - Copy of passenger complaints/comments/suggestions
 - Report on significant events (exceptional crowding, operational concerns, number of repairs/inspections, driver and mechanic suggestions for improved operations)
- End of year report summarizing monthly reports, yearly totals for number of employees by title and turnover rate and total cost of parts
- Immediate Emergency/Special reports regarding disruption of service (including: breakdowns, detours, accidents), delays, environmental hazards and missed runs
- Written accident reports within 72 hours, and monthly summary of accidents during previous month (number of preventable and non-preventable)

There was a relatively lengthy implementation process for the new contract, in spite of the experience **NPS** had with shuttle operations in RMNP and the fact that the contractor ultimately selected had already deployed and was operating the shuttle system. The original **NPS** solicitation was issued in March 2001 and following five solicitation amendments, the official contract award wasn't issued until October 2001.

In April 2012, RMNP issued a new SC solicitation with contract award anticipated in August 2012 for services to begin in the spring of 2013. RMNP desires to make improvements over the current system in three main areas: noise reduction, increased fuel efficiency, and reduction of emissions. Selection criteria include price, prior experience, project management and work plan, and past performance.²⁵

3.7 OWNED & OPERATED BUSINESS MODEL

In an Owned and Operated (O&O) ATS Business Model, the FLMA may own or have access to vehicles and any associated infrastructure, while operating the system with unit staff. This differs from contracted services, whereby a public or private contractor is responsible for capital and operations. In some cases, FLMA's have chosen a hybrid approach with shared responsibility for capital and operations. As an example, the Fort Matanzas O&O system (which staff considers successful) makes extensive use of volunteerism and contracts out its waterborne vehicle maintenance. In this situation, the unit's internal capacity is supplemented with third party expertise to outsource only portions of the ATS service.

Due to the nature of internal service provision, contracting documents do not exist for the O&O Model, but a review of standard operating procedures and previously conducted interviews with representatives from seven O&O systems revealed that this model was more prevalent in smaller ATS (fewer than five vehicles). The O&O systems were implemented for a number of reasons including: congestion mitigation, federal mandate, few alternatives due to a perceived lack of interest from another party to operate, and a relatively brief start-up phase when using FLMA staff versus other Business Model alternatives.

3.7.2 RESOURCE AVAILABILITY

NPS staff from several of the O&O systems were exploring options to contract out the ATS service or develop a concessions opportunity, citing concerns that the O&O system strains unit staff capacity, and the lack of dedicated funding often pits transportation needs against other unit priorities.

Most O&O systems have common limitations as revealed during staff interviews. They typically arise out of need and a lack of alternatives. Although O&O systems may be effective

for small systems or when certain functions can be outsourced, their long term sustainability is sometimes challenging.

Fully allocating the expense of staff time to operate and maintain ATS provides FLMA a better benchmark of financial sustainability of these systems. Low levels of service and on demand operations may only require part time help for ATS operations. The O&O model in these cases may be preferable as contractors may charge overhead and mobilization costs that cannot be recovered over the term of a SC. The unit may be better equipped to assume the limited ATS service and eliminate or reduce overhead.

3.7.4 RISK

Issues to consider when evaluating the O&O versus a partnership or privatized Business Model include:

- O & O systems allow full control of operations;
- There may be minimal cost savings (real or perceived) when contracting;
- Contracting costs are higher when there is a strong focus on service quality and stricter performance measures;
- Contracted services are often sought to increase cost efficiency; and
- The ability to expand service is often easier when contracting.

Pros of Owned & Operated

- Encouraging greater staff awareness of the visitor experience;
- Access to management tools such as the www.recreation.gov reservation system;
- Ability to generate revenues that exceed costs in limited cases (short term and special event ATS); and
- Perception of better responsiveness in day to day adaptation of schedules based on visitor demand and weather issues.

Cons of Owned & Operated

- Intensive program management required for interpretive trips and charters;
- Maintenance and repair of vehicles;
- Lack of funding sources to support staff operated and maintained ATS;
- Lack of staff to cover all unit-wide services;
- Identifying vehicles suitable for the operating environment; and
- Special training requirements for operations and safety.

3.7.5 STRATEGIES FOR IMPLEMENTATION

In certain situations, a FLMA O&O system may be the best option for a small startup service (where a few lines or routes are typical) or where no other party is available to operate. This type of model may also be necessary where government owned vehicles are available and a Request for Proposal (RFP) or Request for Letters of Interest (RFLI) reveal no expressed interest from potential partners for the desired operating support.

Previous experience with privatization of government functions has shown that the shift to the private sector can be most effective when there is a strong need for flexibility, the extent and level of service is easy to quantify, and the private sector has more relevant expertise than a governmental entity. On the other hand, privatization has been shown to be less than ideal in circumstances where potential cost savings are not easily calculable, effectiveness is overly sacrificed for efficiency, there is a lack of competition, too much of the appropriate government or regulatory control is yielded, and procurement arrangements are not transparent.²⁶

3.5 OWNED & OPERATED MODEL CASE STUDY – SCOTTS BLUFF NATIONAL MONUMENT

The Scotts Bluff National Monument includes approximately 3000 acres of unusual land formations in the midst of the otherwise flat prairielands of western Nebraska. Scotts Bluff served as a major landmark for travelers who were part of the western migration during the 19th century. In the early 20th century local and state interests devoted themselves to promoting Scotts Bluff as a symbol of the nation's pioneering past, resulting in the designation of Scotts Bluff as a national monument in 1919.



Figure 8: Summit Shuttle (Photo from Scotts Bluff National Monument website)

Approximately 100,000 people visit Scott's Bluff National Monument each year. It is a popular destination particularly for hikers and bicyclists who want to experience Saddle Rock Trail, North Overlook Trail or the Oregon Trail Pathway. Visitors may travel to the Monument's most popular destination, Scotts Bluff Summit, in personal automobiles; however, due to the narrow winding road and tunnels, vehicles longer than 25 feet and/or higher than 11 feet 7 inches are prohibited. Hikers can access Scotts Bluff Summit, via Saddle Rock Trail, or they may use Summit Road during the early mornings and evenings when the road is closed to vehicular traffic.

The Summit Shuttle service is provided to accommodate visitors who arrive in buses or large recreational vehicles prohibited from Summit Road, and those who wish to make a one way hike down from the Summit. The handicapped accessible Summit Shuttle bus (which is owned by NPS and operated by rangers who provide interpretive services while en route) has capacity for 8 passengers. The fare free shuttle is operated year round on an on-call basis versus a fixed schedule.

In an effort to offset a portion of the shuttle's operating expenses currently funded with recreation fee revenues, staff has evaluated three service alternatives. The potential shift to a commercial service operator appears infeasible. Because the Summit Shuttle's 1.5 mile route is short and ridership is relatively low (approximately 3,500 in 2011), it is unlikely there would be sufficient revenue generating opportunities to attract a commercial operator. At this time volunteer support options for shuttle operations are also limited, due in part to the commercial drivers licensing requirement. The most practical option currently under consideration is the implementation of a nominal shuttle user fee.

3.6 SIMPLIFIED BUSINESS MODEL SELECTION FLOW CHART

There have been many facets of the Business Model selection process presented for consideration in this document. They are largely driven by available FLMA resources, expertise and capacity of FLMA to develop and administer contracts or operate service, other interested partners or contractors, and the types of risk FLMA is willing to assume. Recognizing that these variables may lead to complex choices, Figure 9 displays a simplified selection process flow chart that places four major Business Models into a hierarchy based on perceived financial sustainability. In some unique situations the type and scope of the ATS service and resource availability will limit the feasibility of certain Business Model options. In others, a hybrid approach such as a partnership resulting in a SC may evolve.

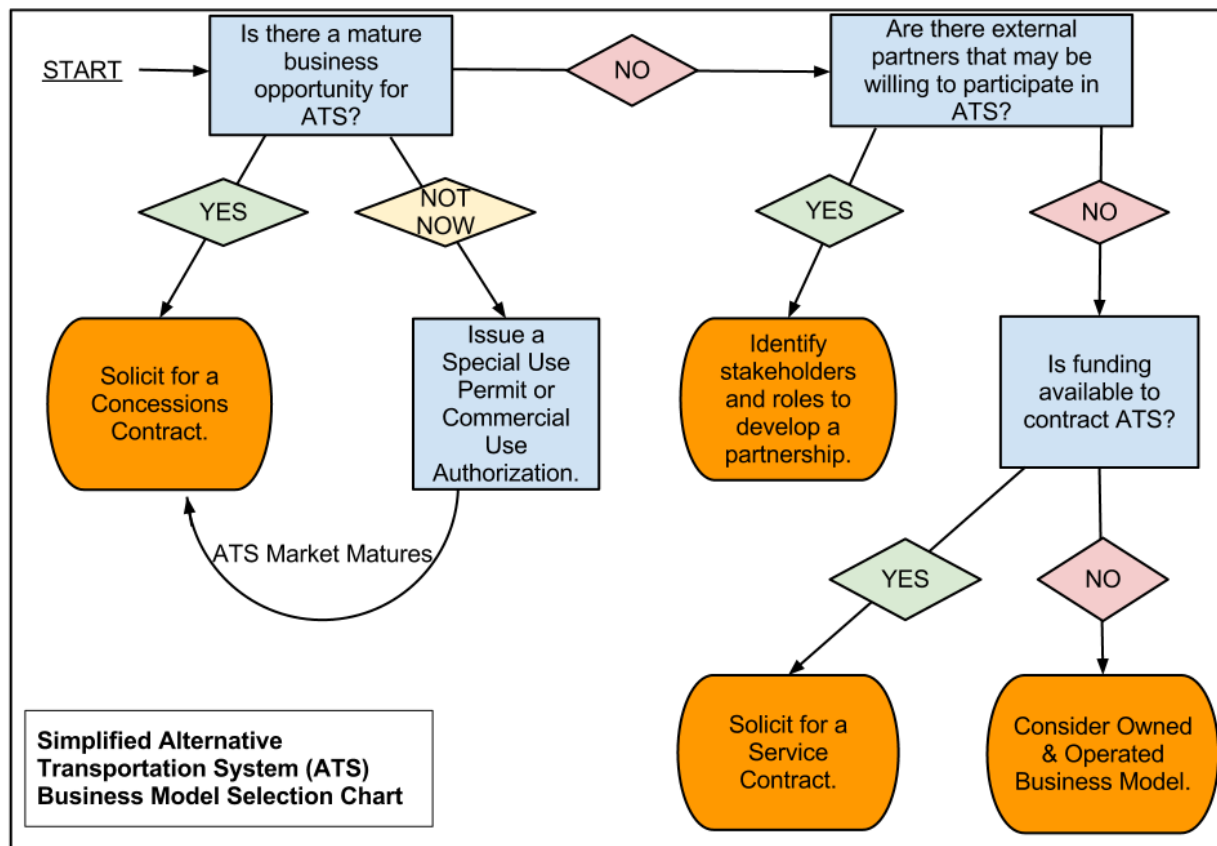


Figure 9: Simplified ATS Business Model Selection Chart

3.7 CONCLUSIONS

In order to select the Business Model best suited to each FLMA's needs and circumstances, it is important to understand and evaluate the characteristics associated with the four major Business Model types described in this report. Each are founded in laws, regulations and policies to some degree, and are further shaped by the type of parties that may be involved

(public and/or private) in ATS service delivery. Resource availability is another important factor that will influence Business Model selection. In the case of SCs for example, the FLMA will likely need to provide a high level of monetary support for the ATS versus other Business Model options. On the other hand, CS present opportunities for the FLMA to generate revenue or at a minimum cover administrative expenses. Each model also has varying levels of risk and differing strengths and weaknesses. Partnerships are utilized to share risk and responsibilities among partners with similar missions and goals, but may not allow the FLMA to retain the desired level of autonomy in service design and delivery. Conversely, the O&O model offers FLMA's complete autonomy and may be particularly well suited to smaller ATS systems where contracting opportunities are limited. Table 9 summarizes some of the key characteristics of the four Business Models to aid in the identification of those characteristics that lend themselves to a particular course of action when considering ATS implementation or restructuring existing systems.

Table 8: Summary Comparison of ATS Business Models

Characteristic	Commercial Services	Partnerships	Service Contracting	Owned & Operated
Financial Sustainability	High	Varied	Low	Medium to Low
Risk to FLMA	Concessions-High/CUA-Low	Varied	Mitigated Through Contract Design	Medium to Low
Resource Requirements	FLMA Non-Monetary Assets	Can be Shared by Multiple Partners	High	Medium to High
Complexity of Institutional Arrangements	Medium to Low	High to Low	Medium to Low	Low
Legal & Regulatory Guidance	Significant Guidance	Significant Guidance	Significant Guidance	Limited Guidance
Use of Incentives	Potential Opportunities	Not Recommended	Recommended	Not Applicable

APPENDIX A

Section 3201 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU) (49 U.S.C. 5320) established the Paul S. Sarbanes Transit in Parks Program to address the challenge of increasing vehicle congestion in and around national parks and other Federal lands. This program provides funding for capital and planning expenses for Alternative Transportation Systems (ATS) including transportation by bus, rail, or any other publicly available means of transportation. It also includes non-motorized transportation systems such as pedestrian and bicycle trails within and in the vicinity of federally managed parks and public lands. The program is administered by the U.S. Department of Transportation, together with the Department of the Interior, U.S. Department of Agriculture, and individual Federal land management agencies including the:

- Bureau of Land Management,
- National Park Service,
- U.S. Fish and Wildlife Service, and
- USDA Forest Service.

Eligible recipients of Section 5320 funds also include state, tribal, or local governmental authorities with jurisdiction over land in the vicinity of eligible areas acting with the consent of the FLMA, and communities and lands surrounding Federal lands.

Each Fiscal Year, FLMAs that receive Section 5320 "Transit in Parks" funding must enter into an IAA with the FTA. This agreement identifies the projects and project descriptions that are to be undertaken at the unit level, and the specific requirements applicable to these projects. The IAA summary below is based upon the Statements of Work associated with the IAA for recipients of FY 2010 5320 funding. Historically, there has been little variation in these requirements from year to year.

GOVERNMENT-WIDE FEDERAL REQUIREMENTS

There are certain government-wide grant requirements, commonly referred to as cross-cutting requirements that apply to all Federal grants. To ease the administrative burden, FLMA's are allowed to follow the implementation of Federal requirements with which they are most familiar. Examples include:

The Common Grant Rule - Each Federal Agency has adopted the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations." FLMA's are not expected to award grants directly, but if they do, this rule is applicable.

Civil Rights Act of 1964 - Compliance with the Civil Rights Act of 1964 is required, including non-discrimination on the basis of race, color, or national origin, equity in service (Title VI) and general equal Employment Opportunity (EEO) (Title VII). FLMA's must follow their own guidance for compliance with the Civil Rights Act, as amended.

The Americans with Disabilities Act (ADA) - All recipients must comply with DOT regulation implementing the ADA, and minimum guidelines and requirements for accessibility of transportation vehicles.

Section 504 of the Rehabilitation Act of 1973 - FLMA's must comply with their own rules implementing Section 504 of the Rehabilitation Act of 1973, which requires nondiscrimination on the basis of disability in programs and activities receiving or benefiting from Federal financial assistance.

National Environmental Policy Act (NEPA) - This statute applies government-wide to projects funded with Federal financial assistance. Each Federal department has its own regulations addressing NEPA. In general, a Federal agency that receives funding under the Transit in Parks Program may comply with NEPA using its own regulations (but may be required to comply with joint FTA/FHWA NEPA regulation in certain circumstances involving large, capital intensive programs).

Disadvantaged Business Enterprise (DBE) - FLMA's should follow the Small Disadvantaged Business Participation provisions of the Federal Acquisition Regulation (FAR), which govern the procurement activities undertaken by all Federal agencies.

Buy American Act - Vehicles acquired by FLMA's through the General Services Administration are subject to Buy American requirements found in the FAR.

Drug and Alcohol Testing - Every person who operates a commercial motor vehicle in interstate, foreign, or intrastate commerce is subject to the Federal Motor

Carrier Safety Administration's (FMCSA) rules governing commercial driver's licenses and drug and alcohol testing. A commercial motor vehicle includes vehicles designed to transport 16 or more passengers, including the driver. FMCSA's Controlled Substances and Alcohol Use and Testing regulation does not apply to employers and their drivers that are required to comply with FTA alcohol and controlled substances testing regulations. Therefore, FLMAs may follow FMCSA or FTA alcohol and controlled substances testing requirements.

Drug-Free Workplace Act - In conducting direct procurements, all Federal agencies must require their direct procurement contractors to comply with Federal Drug Free Workplace laws, and implementing FAR regulations to the extent applicable. State, local, and tribal government entities must comply with U.S. DOT regulations, "Government-wide Requirements for Drug-Free Workplace (Financial Assistance)," to the extent applicable.

SECTION 5320 FLMA GRANT RECIPIENT REQUIREMENTS

Section 5320 identifies specific requirements for recipients of funding under the Transit in Parks Program. These items are summarized as follows:

Project Management Plan - If a project is \$25 million or more, the qualified project *"shall, to the extent the Secretary considers appropriate, be carried out through a full funding grant agreement..."* and the qualified participant shall prepare a project management plan in accordance with subsection 5327(a). It is unlikely that this program requirement will apply during the SAFETEA-LU authorization period, as no one project may use more than 25% of total available program funds, and in FY 2010, only \$26.7 million was appropriated for the overall Transit in Parks Program.

Planning Requirements - When the Section 5320 recipient is a FLMA, the Secretary of Transportation, in cooperation with the Secretary of the Interior, is required to develop transportation planning procedures that are consistent with the metropolitan planning provisions, the statewide planning provisions, and the public participation requirements of 49 U.S.C. Recipients should be knowledgeable of and adhere to the requirements found in the final rule on Statewide and Metropolitan Planning. FTA will require adherence with the following planning principles for FLMAs receiving funds:

- **Public Involvement and Consultation** - there must be full disclosure and involvement of the public, stakeholders, and other decision-makers whose activities are either affected by, or affect, transportation;
- **Financial Feasibility** - proposed transportation investments must be consistent with reasonable expectations of financial resources to build,

operate, and maintain the project, along with other infrastructure and services for which the recipient is responsible;

- Safeguard Environmental Quality - all efforts must be made to preserve, maintain, mitigate, and/or prevent impacts to human and natural environment associated with the proposed project; and
- Consistent with National Scope of Transportation Decision-making - the proposed project, as well as the underlying decision-making process, must take into consideration, to the extent appropriate, the eight planning factors identified in SAFETEA-LU as a context-setting scope of the decision-making process.

REQUIREMENTS FOR 5320 RECIPIENTS WITHIN SECTION 5307 (& REFERENCED SUBSECTIONS)

The Secretary of Transportation possesses the authority to limit the applicability of certain substantive and procedural requirements that apply to other grant recipients as previously described in the FTA Master Agreement Overview.

Following are the FTA requirements that apply to FLMA Section 5320 recipients:

- Requires that the recipient have the legal, financial and technical capacity to carry out the program. Requires that the recipient have satisfactory continuing control over the use of equipment and facilities. Satisfactory continuing control means that the recipient maintains control over Federally-funded property, ensures that it is used for the intended purpose, and disposes of it in accordance with Federal requirements. FTA requirements that govern adequate property control include, for example, an inventory system, proper use and disposition of property, and safeguards against loss, theft, or damage. If the recipient leases Federally-funded property to another party, the lease must require that the recipient maintains satisfactory continuing control over the use of that property.
- Requires that the recipient maintain equipment and facilities.
- Requires compliance with public participation requirements, as previously outlined.
- Requires the recipient to use competitive procurements that do not include exclusionary or discriminatory specifications, consistent with applicable Buy America laws (see above under government-wide requirements).

- Requires a recipient to have a locally-developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation.
- Section 5302, dealing with capital projects, is applicable with the exception of the language related to the definition of an eligible capital project, which references access for all, conservation, consultation, and consultation outside the jurisdiction of the Department of Interior.
- The applicability of planning requirements of Sections 5303 and 5304 related to compliance with metropolitan and statewide planning, and private sector involvement contained in Sections 5303 and 5304 are addressed in the 5320 planning requirements previously outlined.
- Requires that new bus models be tested at a central facility.
- Most Section 5323 general provisions on assistance apply as follows:
 - Subsection 5323(a) - deals with interest in real property and is applicable but unlikely to come into play as it is related to public acquisitions of private transit operations.
 - Subsection 5323(b) - requires notice and a public hearing for those capital projects that will substantially affect a community.
 - Restrictions against the provision of charter service are applicable, although sightseeing service is distinct from "charter" service in that passengers using vehicles or activities funded by the Transit in Parks Program are unlikely to purchase sightseeing service *"at the request of a third party for the exclusive use of a bus or van for a negotiated price. . . or transportation provided by a recipient to the public for events or functions that occur on an irregular basis or for a limited duration and : (i) A premium fare is charged that is greater than the usual or customary fixed route fare; or (ii) The service is paid for in whole or in part by a third party."* Passengers may follow a fixed sightseeing route, but the routes will be at fixed times according to a posted schedule, similar to fixed route service, and the route will be chosen by the manager of the public land, not by the passengers on the bus. In the event all the passengers happen to be from the same group, they will still not be considered a charter trip, since the hours and route are set by the manager of the public land.
 - Recipients are allowed to use bond proceeds as part of local matching funds.

- Vehicles funded through the Transit in Parks Program may not provide school bus transportation (certain exceptions are permitted as described in 49 CFR Part 605.)
 - FTA funds may not be used to support a procurement that uses an exclusionary or discriminatory specification.
 - FTA's Buy America regulation will apply to state, local, and tribal government entities, while the Buy American Act requirements will apply to FLMAs. See above under the government-wide Federal requirements section.
 - Recipients of Federal funds from sources other than the U.S. Department of Transportation, shall to the extent feasible, participate and coordinate with recipients of FTA assistance in the planning, design, and delivery of transportation services.
 - FTA may terminate funding if it determines that a recipient has made false or fraudulent statements in connection with a Federal transit program.
 - Recipients are required to undergo a pre-award and post-delivery review of rolling stock purchases when the thresholds have been met (20 vehicles for other than urbanized areas and for urbanized areas with populations of 200,000 or fewer (as defined by the census bureau) and 10 vehicles for urbanized areas with populations above 200,000.)
 - Certifications are required to be consistent with requirements contained in the inter-agency agreement.
 - Recipients may allow other entities to use Federally-funded alternative fueling facilities provided the use is incidental in nature and does not impact the provision of public transportation services.
- Contract requirements apply, but FLMAs should follow their own agency's established implementation of the Federal Acquisition Regulation, in lieu of FTA's Section 5323 requirements. The Secretary of Transportation and the Comptroller General, or any of their representatives, shall have access to and the right to examine and inspect all records, documents, and papers, including contracts, related to a project for which an award is made under the Transit in Parks Program.
 - Two provisions of FTA's Project Management Oversight requirements apply: allocation of 0.5% of Transit in Parks program funding for oversight

activities and access to construction sites and records by U.S. DOT and its contractors.

- Section 5329 gives the Secretary the authority to conduct investigations into safety hazards and security risks and withhold financial assistance until a corrective plan is approved or carried out.
- Section 5330 requires states to establish and carry out a safety program if they have or are designing a rail fixed guideway system that is not regulated by the Federal Railroad Administration. This provision will apply if a state has, or is designing, a rail fixed guideway system using Section 5320 funds that is not regulated by the Federal Railroad Administration.
- Section 5333 states that grant recipients are subject to requirements related to prevailing wages. 5320 recipients are required to comply and must pay laborers and mechanic wages not less than those paid on prevailing or similar construction in the locality, as determined by the Secretary of Labor.

REQUIREMENTS CONTAINED WITHIN SECTION 5307 (AND REFERENCED SUBSECTIONS) THAT DO NOT APPLY TO SECTION 5320 FLMA RECIPIENTS

- Requirement that recipients of FTA funds charge elderly customers and customers with disabilities during off peak hours no more than 50 percent of the peak period fare. For FTA's typical recipients this means that elderly customers and customers with disabilities receive a significantly discounted fare except during the morning and evening rush hours when systems are operating at highest usage. Parks and public lands have very different peak periods than FTA's typical grantees. As such, this requirement will not apply. Instead, the recipient will follow the policies of the park or public land being served by the project. Many parks and public lands have a policy of charging discounted user fees for elderly visitors and visitors with disabilities.
- Section 5307 match requirements and net project cost determinations do not apply, as the Secretary of Transportation (Secretary) is authorized to determine the local share for Transit and Parks Program projects. Currently there is no match requirement for 5320 recipients.
- FLMA's are not required to spend one percent of funds on security projects.
- FLMA's are not required to spend one percent of funds on transit enhancements.

- 5307(f), which allows a state authority that is a designated recipient providing public transportation in at least two urbanized areas to apply for statewide operating assistance, will not apply.
- 5307(g) regarding undertaking projects in advance of receiving program funds will not apply as Section 5320 has its own subsection on this topic, 5320(h), which permits recipients to undertake projects in advance of receiving program funds under certain circumstances.
- 5307(h) specifying reviews, audits, and evaluations will not apply as FTA has proposed an oversight program tailored to the Transit in Parks Program which specifies funding for oversight activities, and access to construction sites and records. In lieu of the triennial review requirements, the FTA will perform periodic reviews to ensure compliance with requirements stipulated in the Interagency Agreement.
- 5307(i) allows a recipient to request that the Secretary approve its procurement system. Nearly all of FTA's state and local governmental grantees have certified procurement systems. This subsection does not apply to other Federal agencies.
- 5307(j) is not applicable because it only applies to ferries funded under Section 5336 (state operated ferry systems that may be occasionally operated outside the urbanized area for purposes of periodic maintenance).
- Although employees are eligible to participate in training, 5315(a) funding related to the National Transit Institute training programs is not applicable to 5320 recipients.
- Section 5319, allowing a lower local match for construction of bicycle facilities will not apply as Transit in Parks Program gives the Secretary discretion to set local match requirements that may be lower than that specified in Section 5319. Currently there is no match requirement for 5320 recipients.
- Subsection 5323(g) - Buying buses under other laws does not apply as it is related to purchases made under Title 23 USC (Federal Aid for Highways).
- Subsection 5323(i) - The government's 90% share for Americans with Disabilities Act ADA and Clean Air Act projects does not apply since the Secretary has the authority to determine the local match for 5320 projects. Currently there is no match requirement for 5320 recipients.
- Subsection 5323(o). Grant requirements (chapter 6 funds) is related to financial assistance provided to a state or local government and does not apply to Federal agencies.

- Section 5325 imposes contract requirements. FLMAs should follow their own agency's established implementation of the Federal Acquisition Regulation in lieu of FTA's Section 5323 requirements. The Secretary of Transportation and the Comptroller General, or any of their representatives, shall have access to and the right to examine and inspect all records, documents, and papers, including contracts, related to a project for which an award is made under the Transit in Parks Program.
- Subsection 5327(a) (project management plan requirements) and subsection 5327(b) (plan approval) will only apply in the unlikely circumstance that the \$25 million project threshold is met. Subsection 5320(i) (3) states that any project that receives \$25 million or more in Transit in Parks Program funding must prepare a project management plan in accordance with subsection 5327(a). However, since subsection 5320(d) (3) states that no single project can receive more than 25 percent of funds made available under the program in any given fiscal year, and the authorized program funding level is less than \$100 million, this threshold will not be met.
- Subsection 5327(e) requires departments of transportation (DOT) to issue regulations on project management oversight. This provision is not applicable, as it is internal direction to DOT.
- Subsection 5327(f) requires an annual financial plan for projects with total costs of over \$1 billion. This provision will not apply.
- Subsection 5333(b) (Employee protective arrangements) does not apply as the Transit in Parks Program is not cited as covered by this provision.
- Section 5335 requires most recipients of FTA funds to report through the National Transit Database (NTD). Instead of NTD reporting, FLMAs are required to submit quarterly reports that include a project description and budget and schedule information. Additionally, each region is required to submit an annual report that includes: annual visitation to the land unit, annual number of persons who use the alternative transportation system (ridership/usage), an estimate of the number of vehicle trips mitigated based on alternative transportation system usage and the typical number of passengers per vehicle, cost per passenger; and a note of any special services offered for those systems with higher costs per passenger but more amenities.

APPENDIX B

This Appendix contains a matrix that presents examples of how various federal land units are using the primary forms of agreements and contracts discussed in this report. Where an ATS element was found within the contract and agreement documentation, an entry was made to the matrix to best describe that element. For instance, if an element was simply present within the document or referenced to be found or required in an accompanying document, it received a *Yes* entry in the matrix. Where an element was present and had a limited amount of explanation or description in a document, its entry was *Limited*. A matrix entry that was well articulated within an agreement or contract, with a high degree of clarity, was listed as *extensive*.

An element that was not observed in an agreement or contract is identified with an asterisk, '*'. An element that was explicitly prohibited within a document is noted accordingly as *prohibited*. The absence of entries for certain examples should not necessarily be interpreted as a deficiency in the construct of an agreement or contract. For example, certain matrix elements are not relevant to a particular agreement or contract type, FLMA or non-FLMA. In other cases, attachments or exhibits referenced in documents provided for review were not available for analysis.

This matrix should be used to compare and contrast agreements and contracts where information was available.

GLOSSARY OF MATRIX ACRONYMS AND ORGANIZATION

FLMA Unit Description from Matrix:

LS – Lakeshore

NF – National Forest

NHP – National Historical Park

NHS – National Historical Site

NM – National Monument

NP – National Park

NPP – National Park & Preserve

NRA – National Recreation Area

NRRA – National River & Recreation Area

NWR – National Wildlife Refuge

Matrix Elements:

ATPPL – Alternative Transportation in Park and Public Lands Program. Currently known as the Paul S. Sarbanes Transit in Parks Program (TRIP)

CPI – Consumer Price Index. A measurement of the changes in the price level of consumer goods and services purchased by households

DOT – Department of Transportation

ISO – International Standards Organization. A collective body which promotes industrial and commercial standards

ITS – Intelligent Transportation Systems. A broad range of wireless and wire line communications-based information and electronics technologies that improve transportation safety and mobility within transportation infrastructure and in vehicles

LD – Liquidated Damages. Damages contractual parties designate during the formation of a contract for the injured party to collect as compensation upon a specific breach

LNG – Liquefied Natural Gas. – Natural gas that has been converted to liquid form used in transportation vehicles

LSI – Leaseholder Surrender Interest. A provision in Category I concessions contracts that provides for financial compensation for capital improvements made on public lands by a concessioner

NTC – Notice to Cure. A formal notification from the government to inform a contractor that the government considers the contractor's failure a condition that is endangering performance of the contract. The cure notice specifies a period for the contractor to remedy the condition

SCA – Service Contract Act. Legislation that requires general contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits that prevail in the locality

The Matrix is divided into the following sections:

- Cooperative Agreements
- Memoranda of Understanding
- Challenge Cost Share Agreements
- Service Contracts
- Concession Contracts

- Commercial Use Authorizations
- Special Use Permits
- Non-FLMA Contracts/Agreements that serve FLMA
- Non-FLMA Contracts/Agreements that do not serve FLMA

		Acadia	Colonial Williamsburg	Cuyahoga Valley	Delaware Water Gap	
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Acadia NP	NPS/Col. Williamsburg	NPS/C. Valley NP	NPS/Delaware WG
		Mode(s)	Bus	Bus	Rail	Bus
		Interpretive Services	*	*	Nonprofit & NPS	*
		Tours/Charters	*	*	Nonprofit & NPS	*
		ATS Related Capital Projects	*	*	*	Portage trailer
		Contract/Agreement Term	5 years	5 years	1 year	10 months
		Annual or Seasonal Service	Annual & Seasonal	*	*	Seasonal
		Authorized & Required Svcs	*	*	*	*
		Statement of Responsibilities	Yes	Yes	Extensive	Yes
		FLMA Furnished Materials	*	*	Yes	Trailer only
		Breach/Termination of Contract	60 days either party	Yes	60 days any party	*
Service	Reports	Reporting Requirements	Yes	*	Yes	Yes
		Service Reports	Yes	*	Yes	Ridership
		Report Templates	*	*	*	*
	Operations	Staffing Requirements	*	*	NPS	*
		Vehicle Specifications	*	*	*	Yes
		Vehicle Owner	Shared	Transit Agency	Nonprofit	Transit Agency
		Standard Operating Procedure	*	*	*	*
		Portage	*	*	*	Bikes & watercraft
		ITS	*	*	*	*
		Use of Volunteers	*	*	*	*
		Schedule Creation	Nonprofit	*	Nonprofit	Transit Agency
		Maintenance Plan	*	*	Yes	*
		Quality Control Plan/Inspections	Evaluations	*	*	*
	Quality	Safety & Risk Management Plan	*	*	*	*
		Performance Measures	*	*	*	*
		Training Requirements	*	*	NPS	*
Finance		Recoup Capital Investment	*	*	*	*
	Franchise Fees	*	*	*	*	
	Payment Schedule	*	*	Yes	*	
	Fuel Cost Responsibility	*	NPS	*	*	
	Penalties/Incentives	*	*	*	*	
	Cost Share	Yes	NPS funds operations	Nonprofit/ATPPL funds	Fixed price	
	Allowance for Service Adjustment	*	*	*	*	
	Performance Bond Requirement	*	*	*	*	
	Unit of Service Cost	*	*	*	\$70/\$85 per hour	
	Rate/Fare Definition	Fare free	*	Nonprofit & NPS	*	
	Rate/Fare Collection	Fare free	*	Nonprofit	Transit Agency	
Environment		Environmental Mgmt Program	*	*	*	*
	Mitigation Strategy	*	*	*	*	
	Fuel or Propulsion Requirement	Propane/LNG	Natural Gas	*	*	
	Non-Native Species	*	*	*	*	
	Pest Management	*	*	*	*	
	Inventory of Waste Streams	*	*	*	*	
	Hazardous Substances	*	*	*	*	
P.R.		Promotion & Materials	NPS & Nonprofit	Nonprofit	Nonprofit	NPS & Transit Agency
	Customer Satisfaction	*	*	*	*	
	Visitor Complaint Response	*	*	*	*	

Cooperative Agreements

		Glacier	Glen Canyon	Muir Woods	Sequoia	
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Glacier NP	NPS/Glen Canyon NRA	NPS/Muir Woods NM	NPS/Sequoia & Kings C.
		Mode(s)	Bus	Ferry	Bus	Bus
		Interpretive Services	*	*	*	NPS
		Tours/Charters	*	*	*	*
		ATS Related Capital Projects	Yes	*	*	*
		Contract/Agreement Term	1 year	5 years	7 months	6 months
		Annual or Seasonal Service	Seasonal	*	Seasonal	Seasonal
		Authorized & Required Svcs	*	*	*	*
		Statement of Responsibilities	Extensive	Yes	Yes	Yes
		FLMA Furnished Materials	Yes	Yes	*	Yes
Breach/Termination of Contract		Yes	60 days with notice	5 days notice	*	
Service	Reports	Reporting Requirements	Yes	*	*	Extensive
		Service Reports	Yes	*	*	Yes
		Report Templates	No	*	*	Yes
	Operations	Staffing Requirements	Transit Agency	*	*	Yes
		Vehicle Specifications	Yes	*	Bus length, wrapping	Yes
		Vehicle Owner	NPS/State DOT	Contractor	Transit Agency	Municipality
		Standard Operating Procedure	*	*	*	Limited
		Portage	*	*	*	*
		ITS	Yes	*	*	Communications
		Use of Volunteers	*	*	*	*
		Schedule Creation	Cooperative	Contractor	*	NPS
		Maintenance Plan	Yes	Vehicle & infrastructure	*	Yes
		Quality Control Plan/Inspections	Limited	*	*	Yes
		Safety & Risk Management Plan	*	*	*	Yes
		Performance Measures	Yes	*	*	Yes
Training Requirements	Yes	*	*	Yes		
Finance		Recoup Capital Investment	*	*	*	*
		Franchise Fees	*	*	*	*
		Payment Schedule	Yes	*	Monthly	Yes
		Fuel Cost Responsibility	*	\$30k/\$50k ann. max	Transit Agency	NPS with maximums
		Penalties/Incentives	Winter lease program	*	*	*
		Cost Share	Yes	Repair <\$10k by DOT	50% NPS	Yes
		Allowance for Service Adjustment	*	*	*	*
		Performance Bond Requirement	*	*	*	*
		Unit of Service Cost	*	*	\$112/hr	*
		Rate/Fare Definition	*	Set by UDOT	Transit Agency	*
		Rate/Fare Collection	*	Contractor	Transit Agency	Municipality
Environment		Environmental Mgmt Program	*	*	*	*
		Mitigation Strategy	Limited	*	*	*
		Fuel or Propulsion Requirement	Bio-diesel	*	*	*
		Non-Native Species	*	*	*	*
		Pest Management	*	*	*	*
		Inventory of Waste Streams	*	*	*	*
		Hazardous Substances	*	*	*	*
P.R.		Promotion & Materials	Transit Agency	Contractor	Transit Agency	NPS
		Customer Satisfaction	*	*	*	*
		Visitor Complaint Response	*	*	Transit Agency	NPS

		Valley Forge		Yosemite
Contract/Agreement Design & Character	FLMA/Unit	NPS/Valley Forge NHP		NPS/Yosemite NP
		Bus		Bus
		*		*
		*		*
		*		*
		*		5 years
		*		*
		*		*
		Limited		Yes
		*		Yes
		Yes		Pursuant to regulation
Service	Reports	Reporting Requirements		Yes
		Service Reports		*
		Report Templates		*
	Operations	Staffing Requirements		Limited
		Vehicle Specifications		*
		Vehicle Owner		Contractor
		Standard Operating Procedure		Limited
		Portage		*
		ITS		*
		Use of Volunteers		*
		Schedule Creation		Transit Agency
		Maintenance Plan		*
		Quality Control Plan/Inspections		*
		Safety & Risk Management Plan		*
		Performance Measures		*
		Training Requirements		*
Finance		Recoup Capital Investment		*
		Franchise Fees		*
		Payment Schedule		Annual
		Fuel Cost Responsibility		*
		Penalties/Incentives		*
		Cost Share		Yes
		Allowance for Service Adjustment		*
		Performance Bond Requirement		*
		Unit of Service Cost		*
		Rate/Fare Definition		NPS entrance fee
		Rate/Fare Collection		Transit Agency
Environment		Environmental Mgmt Program		*
		Mitigation Strategy		*
		Fuel or Propulsion Requirement		*
		Non-Native Species		*
		Pest Management		*
		Inventory of Waste Streams		*
		Hazardous Substances		*
P.R.		Promotion & Materials		NPS & Transit Agency
		Customer Satisfaction		*
		Visitor Complaint Response		*

Memoranda of Understanding

		Back Bay	Colorado Mtn Bike Club	IMBA	Lowell	
Contract/Agreement	Design & Character	FLMA/Unit	FWS/Back Bay NWR	BLM/Colorado St Office	BLM/Colorado St Office	NPS/Lowell NHP
		Mode(s)	Tram	Bicycle	Bicycle	Trolley
		Interpretive Services	Yes	Educational	Educational	Yes
		Tours/Charters	*	*	*	Tours
		ATS Related Capital Projects	Yes	Yes	Yes	*
		Contract/Agreement Term	5 years	5 years	5 years	5 years
		Annual or Seasonal Service	*	*	*	*
		Authorized & Required Svcs	*	*	*	*
		Statement of Responsibilities	Yes	Yes	Yes	Yes
		FLMA Furnished Materials	*	Yes	Yes	Yes
		Breach/Termination of Contract	45 days any party	30 days any party	30 days any party	30 days either party
Service	Reports	Reporting Requirements	Yes	*	*	*
		Service Reports	*	*	*	*
		Report Templates	*	*	*	*
	Operations	Staffing Requirements	*	*	*	*
		Vehicle Specifications	*	*	*	*
		Vehicle Owner	FWS	*	*	Nonprofit
		Standard Operating Procedure	*	*	*	*
		Portage	*	*	*	*
		ITS	*	*	*	*
		Use of Volunteers	*	Yes	Yes	Yes
		Schedule Creation	*	*	*	*
	Quality	Maintenance Plan	*	Limited	Within work program	NPS
		Quality Control Plan/Inspections	*	*	*	*
		Safety & Risk Management Plan	*	*	*	*
		Performance Measures	*	*	*	*
Training Requirements		*	Limited	Yes	*	
Finance		Recoup Capital Investment	*	*	*	*
		Franchise Fees	*	*	*	*
		Payment Schedule	*	*	Non-fund obligating	*
		Fuel Cost Responsibility	*	*	*	*
		Penalties/Incentives	*	*	*	*
		Cost Share	*	*	*	Yes
		Allowance for Service Adjustment	*	*	*	*
		Performance Bond Requirement	*	*	*	*
		Unit of Service Cost	*	*	*	*
		Rate/Fare Definition	*	*	*	*
		Rate/Fare Collection	Nonprofit	*	*	*
Environment		Environmental Mgmt Program	*	*	*	*
		Mitigation Strategy	*	*	*	*
		Fuel or Propulsion Requirement	*	*	*	*
		Non-Native Species	*	*	*	*
		Pest Management	*	*	*	*
		Inventory of Waste Streams	*	*	*	*
		Hazardous Substances	*	*	*	*
P.R.		Promotion & Materials	Yes	By nonprofit	Cooperative	*
		Customer Satisfaction	*	*	*	*
		Visitor Complaint Response	*	*	*	*

		National Elk Refuge	Red Hill Council	San Juan Trolley
Contract/Agreement	Design & Character	FLMA/Unit	FWS/Nat'l Elk Refuge	NPS/San Juan NHS
		Mode(s)	Bikes & Pedestrians	Trolley
		Interpretive Services	*	NPS
		Tours/Charters	*	Tours
		ATS Related Capital Projects	Pathway construction	Yes
		Contract/Agreement Term	5 years	5 years
		Annual or Seasonal Service	Seasonal	*
		Authorized & Required Svcs	*	*
		Statement of Responsibilities	Yes	Yes
		FLMA Furnished Materials	Yes	*
		Breach/Termination of Contract	60 days either party	90 days any party
Service	Reports	Reporting Requirements	Yes	Grant required
		Service Reports	*	*
		Report Templates	*	*
	Operations	Staffing Requirements	*	Yes
		Vehicle Specifications	*	*
		Vehicle Owner	*	NPS
		Standard Operating Procedure	*	*
		Portage	*	*
		ITS	*	*
		Use of Volunteers	Yes	*
		Schedule Creation	*	Cooperative
		Maintenance Plan	Yes	Developed by City
		Quality Control Plan/Inspections	*	*
	Quality	Safety & Risk Management Plan	Law enforcement	*
		Performance Measures	*	*
		Training Requirements	*	Yes
Finance		Recoup Capital Investment	*	*
		Franchise Fees	*	*
		Payment Schedule	Non-fund obligating	*
		Fuel Cost Responsibility	*	*
		Penalties/Incentives	*	*
		Cost Share	*	Among all partners
		Allowance for Service Adjustment	*	*
		Performance Bond Requirement	*	*
		Unit of Service Cost	*	*
		Rate/Fare Definition	*	*
		Rate/Fare Collection	*	*
Environment		Environmental Mgmt Program	*	Yes
		Mitigation Strategy	*	*
		Fuel or Propulsion Requirement	*	*
		Non-Native Species	Yes	*
		Pest Management	Yes	*
		Inventory of Waste Streams	*	*
		Hazardous Substances	*	*
P.R.		Promotion & Materials	*	*
		Customer Satisfaction	*	*
		Visitor Complaint Response	*	*

General Agreements

		Acadia	Grand Teton
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Acadia NP
		Mode(s)	Trails
		Interpretive Services	Yes
		Tours/Charters	Tours
		ATS Related Capital Projects	Trails restoration
		Contract/Agreement Term	5 years
		Annual or Seasonal Service	*
		Authorized & Required Svcs	*
		Statement of Responsibilities	Yes
		FLMA Furnished Materials	Yes
		Breach/Termination of Contract	Either party at any time
Service	Reports	Reporting Requirements	Yes
		Service Reports	*
		Report Templates	*
	Operations	Staffing Requirements	*
		Vehicle Specifications	*
		Vehicle Owner	*
		Standard Operating Procedure	*
		Portage	*
		ITS	*
		Use of Volunteers	*
		Schedule Creation	*
		Maintenance Plan	Yes
		Quality Control Plan/Inspections	Inspections
	Quality	Safety & Risk Management Plan	*
		Performance Measures	*
		Training Requirements	*
Finance		Recoup Capital Investment	*
		Franchise Fees	*
		Payment Schedule	*
		Fuel Cost Responsibility	*
		Penalties/Incentives	*
		Cost Share	2:1 Friends to NPS ratio
		Allowance for Service Adjustment	*
		Performance Bond Requirement	*
		Unit of Service Cost	*
		Rate/Fare Definition	*
Environment		Rate/Fare Collection	*
		Environmental Mgmt Program	*
		Mitigation Strategy	*
		Fuel or Propulsion Requirement	*
		Non-Native Species	*
		Pest Management	*
		Inventory of Waste Streams	*
P.R.		Hazardous Substances	*
		Promotion & Materials	With NPS approval
		Customer Satisfaction	Cooperative
		Visitor Complaint Response	*

Bridger Teton			
Contract/Agreement	Design & Character	FLMA/Unit	USFS/Bridger-Teton NF
		Mode(s)	Bikes/Peds/Horses
		Interpretive Services	*
		Tours/Charters	*
		ATS Related Capital Projects	*
		Contract/Agreement Term	5 years
		Annual or Seasonal Service	*
		Authorized & Required Svcs	*
		Statement of Responsibilities	Yes
		FLMA Furnished Materials	*
		Breach/Termination of Contract	Any party at any time
Service	Reports	Reporting Requirements	*
		Service Reports	*
		Report Templates	*
	Operations	Staffing Requirements	*
		Vehicle Specifications	*
		Vehicle Owner	*
		Standard Operating Procedure	*
		Portage	*
		ITS	*
		Use of Volunteers	*
		Schedule Creation	*
		Maintenance Plan	*
	Quality	Quality Control Plan/Inspections	*
		Safety & Risk Management Plan	*
Performance Measures		*	
Training Requirements		*	
Finance		Recoup Capital Investment	*
		Franchise Fees	*
		Payment Schedule	*
		Fuel Cost Responsibility	*
		Penalties/Incentives	*
		Cost Share	*
		Allowance for Service Adjustment	*
		Performance Bond Requirement	*
		Unit of Service Cost	*
		Rate/Fare Definition	*
		Rate/Fare Collection	*
Environment			
		Environmental Mgmt Program	*
		Mitigation Strategy	*
		Fuel or Propulsion Requirement	*
		Non-Native Species	*
		Pest Management	*
		Inventory of Waste Streams	*
	Hazardous Substances	*	
P.R.		Promotion & Materials	Cooperative
		Customer Satisfaction	*
		Visitor Complaint Response	*

Service Contracts

		Bryce Canyon	Dinosaur	Harper's Ferry	Mount Rainier	
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Bryce Canyon NP	NPS/Dinosaur NM	NPS/Harper's Ferry NP	NPS/Mt Rainier NP
		Mode(s)	Bus	Bus	Bus	Bus
		Interpretive Services	*	NPS	*	Limited
		Tours/Charters	*	*	*	*
		ATS Related Capital Projects	*	*	*	*
		Contract/Agreement Term	1 year	28 days	1 year, 4 one year exts	*
		Annual or Seasonal Service	Seasonal	*	Annual	Seasonal
		Authorized & Required Svcs	*	*	*	*
		Statement of Responsibilities	Yes	*	Yes	Yes
		FLMA Furnished Materials	Bus staging area	*	All items except labor	Yes
		Breach/Termination of Contract	Cause or convenience	*	*	*
Service	Reports	Reporting Requirements	Yes	*	Yes	Bi-weekly & monthly
		Service Reports	Monthly	*	Ridership	Extensive req's
		Report Templates	Yes	*	*	Yes
	Operations	Staffing Requirements	Extensive	*	Yes	Extensive
		Vehicle Specifications	Extensive	Limited	Furnished by NPS	Yes
		Vehicle Owner	Contractor	Contractor	NPS	Contractor
		Standard Operating Procedure	Extensive	*	Extensive	Yes
		Portage	Yes	*	*	*
		ITS	Radios & PA	Radios & PA	Radios & PA	Radios & PA
		Use of Volunteers	*	*	*	
	Quality	Schedule Creation	NPS & Contractor	NPS	NPS	NPS
		Maintenance Plan	Yes	*	Extensive	Yes
		Quality Control Plan/Inspections	Yes	*	*	Yes
		Safety & Risk Management Plan	Yes	*	FTA standards	Yes
		Performance Measures	Extensive	*	*	Limited
		Training Requirements	Yes	*	Limited	Yes
Finance		Recoup Capital Investment	*	*	*	*
		Franchise Fees	*	*	*	*
		Payment Schedule	Monthly	*	Bi-weekly	Monthly
		Fuel Cost Responsibility	Contractor	*	NPS	NPS
		Penalties/Incentives	LDs, early payment	*	*	Biodiesel rate higher
		Cost Share	*	*	*	*
		Allowance for Service Adjustment	With NPS approval	*	Overtime budget	Yes
		Performance Bond Requirement	*	*	*	*
		Unit of Service Cost	Hourly, SCA adjusted	Daily	Hourly labor	Revenue hour
		Rate/Fare Definition	*	*	*	*
		Rate/Fare Collection	Contractor	*	*	*
Environment		Environmental Mgmt Program		*	Yes	*
		Mitigation Strategy	Emissions, noise	Idling	Waste reduction	Idling
		Fuel or Propulsion Requirement	*	*	Biodiesel	Biodiesel preferred
		Non-Native Species	*	*	*	*
		Pest Management	*	*	*	*
		Inventory of Waste Streams	*	*	*	*
		Hazardous Substances	*	*	*	*
P.R.		Promotion & Materials	No advertising	*	*	Contractor
		Customer Satisfaction	Contractor assessed	*	*	Surveys
		Visitor Complaint Response	NPS & Contractor	*	NPS & Concessioner	NPS & Concessioner

		Rocky Mountain	Valley Forge	Zion Shuttle	
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Rocky Mountain	NPS/Valley Forge	NPS/Zion NP
		Mode(s)	Bus	Bus	Bus
		Interpretive Services	*	*	NPS
		Tours/Charters	Tours	*	Charters
		ATS Related Capital Projects	*	*	*
		Contract/Agreement Term	5 years	1 year	*
		Annual or Seasonal Service	Seasonal	*	Seasonal
		Authorized & Required Svcs	*	*	*
		Statement of Responsibilities	Yes	*	Extensive
		FLMA Furnished Materials	Parking lot	*	Yes
		Breach/Termination of Contract	*	10 day NTC	*
Service	Reports	Reporting Requirements	Monthly	*	Monthly & annual
		Service Reports	Yes	*	Ridership
		Report Templates	*	*	*
	Operations	Staffing Requirements	Extensive	Limited	Yes
		Vehicle Specifications	Extensive	Limited	Furnished by NPS
		Vehicle Owner	Contractor	Contractor	NPS
		Standard Operating Procedure	Yes	*	Yes
		Portage	Hiking backpacks	*	Yes
		ITS	Radios & channels	Communications	Radios, PA, cameras
		Use of Volunteers	*	*	*
	Quality	Schedule Creation	NPS	Nonprofit	NPS
		Maintenance Plan	Yes	*	Yes
		Quality Control Plan/Inspections	Yes	Yes	Required
		Safety & Risk Management Plan	Extensive	Limited to accidents	Required
Performance Measures		Extensive	*	Extensive	
		Training Requirements	Extensive	Limited	Yes
Finance		Recoup Capital Investment	*	*	*
		Franchise Fees	*	*	*
		Payment Schedule	Monthly	Yes	Monthly
		Fuel Cost Responsibility	\$2.50/gal contract cap	*	NPS
		Penalties/Incentives	Extensive	*	Vehicles
		Cost Share	Fuel only	*	Yes
		Allowance for Service Adjustment	Up to 15% of hours	*	*
		Performance Bond Requirement	*	*	*
		Unit of Service Cost	\$120/hr-\$173/hr SCA	*	*
		Rate/Fare Definition	Fare free	*	*
		Rate/Fare Collection	Fare free	Contractor	Concessioner
Environment		Environmental Mgmt Program	*	*	*
		Mitigation Strategy	Idling reduction	*	Green cert. products
		Fuel or Propulsion Requirement	Alt fuels preferred	*	Compressed nat. gas
		Non-Native Species	*	*	*
		Pest Management	*	*	*
		Inventory of Waste Streams	*	*	*
		Hazardous Substances	*	*	*
P.R.		Promotion & Materials	*	Bus wraps	NPS
		Customer Satisfaction	NPS assessed	*	*
		Visitor Complaint Response	Yes	*	NPS & Concessioner

Concession Contracts

		Apostle Islands	Canyonlands	Channel Island	Denali
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Apostle Isl. LS	NPS/Canyonlands NP	NPS/Channel Island NP
		Mode(s)	Boat	Waterborne	Ferry Boat
		Interpretive Services	Yes	Yes	Yes
		Tours/Charters	Tours & Charters	Tours	Tours authorized
		ATS Related Capital Projects	*	*	*
		Contract/Agreement Term	10 years	10 years	10 years
		Annual or Seasonal Service	Seasonal	*	Seasonal
		Authorized & Required Svcs	Yes	Yes	Yes
		Statement of Responsibilities	Yes	*	*
		FLMA Furnished Materials	Yes	*	Yes
		Breach/Termination of Contract	15 day NTC	15 day NTC	15 day NTC
Service	Reports	Reporting Requirements	Yes	Yes	Yes
		Service Reports	Yes	*	Annual
		Report Templates	*	*	Yes
		Staffing Requirements	Extensive	Yes	Yes
	Operations	Vehicle Specifications	Limited	*	Yes
		Vehicle Owner	Concessioner	*	Concessioner
		Standard Operating Procedure	*	*	Yes
		Portage	*	*	Kayaks
	Quality	ITS	Radios	*	Radios on NPS channel
		Use of Volunteers	*	*	Allowed
		Schedule Creation	Concessioner	*	Concessioner
		Maintenance Plan	*	*	Yes
		Quality Control Plan/Inspections	Yes	Yes	Yes
		Safety & Risk Management Plan	Yes	*	Yes
Finance		Performance Measures	*	*	*
		Training Requirements	Limited	*	Yes
		Recoup Capital Investment	*	*	*
		Franchise Fees	4%	4% or \$500	7%
		Payment Schedule	Monthly	Semiannual	Monthly
		Fuel Cost Responsibility	*	*	Concessioner
		Penalties/Incentives	*	*	*
		Cost Share	*	*	*
		Allowance for Service Adjustment	*	*	*
		Performance Bond Requirement	*	*	*
		Unit of Service Cost	*	*	*
Environment		Rate/Fare Definition	Approved by NPS	*	NPS guidelines
		Rate/Fare Collection	Concessioner	*	Concessioner
		Environmental Mgmt Program	Yes	Yes	Yes
		Mitigation Strategy	*	*	Noise, idling, wakes
		Fuel or Propulsion Requirement	*	*	*
		Non-Native Species	*	*	Yes
		Pest Management	*	*	Yes
P.R.		Inventory of Waste Streams	Yes	Yes	Yes
		Hazardous Substances	*	Yes	Yes
		Promotion & Materials	Concessioner	Concessioner	With NPS approval
		Customer Satisfaction	*	*	Yes
		Visitor Complaint Response	Yes	*	Yes

		Dry Tortugas	Eisenhower	Everglades	Glacier Bay	
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Dry Tortugas NP	NPS/Eisenhower NHS	NPS/Everglades NP	NPS/Glacier Bay NP
		Mode(s)	Ferry	Bus/Tram	Boat/Kayak	Boat
		Interpretive Services	Yes	Yes	Yes	Yes
		Tours/Charters	Tours	Tours & Charters	Tours	Tours & Charters
		ATS Related Capital Projects	Interpretive center	*	*	*
		Contract/Agreement Term	*	10 years	*	10 years
		Annual or Seasonal Service	Annual	Seasonal	Annual	Seasonal
		Authorized & Required Svcs	Yes	Yes	Yes	Authorized only
		Statement of Responsibilities	Yes	Limited	Yes	*
		FLMA Furnished Materials	*	Yes	*	*
		Breach/Termination of Contract	*	15 day NTC	*	15 day NTC
Service	Reports	Reporting Requirements	Extensive	Yes	Extensive	Yes
		Service Reports	Extensive	Yes	Extensive	Annual operations
		Report Templates	Limited	*	Limited	No
	Operations	Staffing Requirements	Yes	Yes	Yes	Boat Captains
		Vehicle Specifications	Yes	Required	*	*
		Vehicle Owner	Concessioner	Concessioner	Concessioner	Concessioner
		Standard Operating Procedure	Yes	*	Yes	Yes
		Portage	*	*	*	*
		ITS	PA system	*	*	Radios on NPS channel
		Use of Volunteers	*	*	*	*
		Schedule Creation	Concessioner	NPS detailed	Concessioner	Concessioner
	Quality	Maintenance Plan	*	Yes	*	*
		Quality Control Plan/Inspections	Yes	Yes	Inspections	Annual inspection
		Safety & Risk Management Plan	Yes	Yes	Yes	Water safety
		Performance Measures	Limited	*	Limited	*
Training Requirements	Yes	Yes	Yes	Yes		
Finance						
		Recoup Capital Investment	*	*	*	*
		Franchise Fees	*	3%	*	Greater of 5.5% or \$500
		Payment Schedule	*	Yes	Yes	Annual
		Fuel Cost Responsibility	*	*	*	*
		Penalties/Incentives	*	Environment penalty	*	*
		Cost Share	*	*	*	*
		Allowance for Service Adjustment	*	*	*	*
		Performance Bond Requirement	*	Optional	*	*
		Unit of Service Cost	*	*	*	*
		Rate/Fare Definition	Approved by NPS	*	Approved by NPS	NPS guidelines
Rate/Fare Collection	Concessioner	Concessioner	Concessioner	Concessioner		
Environment						
		Environmental Mgmt Program	*	Yes	Yes	Yes
		Mitigation Strategy	*	Limited, punitive	Green products/ISO st.	Extensive
		Fuel or Propulsion Requirement	Diesel	*	Biodiesel provision	*
		Non-Native Species	*	Yes	*	*
		Pest Management	*	Yes	*	*
		Inventory of Waste Streams	*	*	*	Yes
Hazardous Substances	*	Yes	*	*		
P.R.						
		Promotion & Materials	NPS & Concessioner	NPS & Concessioner	Concessioner	*
		Customer Satisfaction	Optional	*	Optional 3rd party	*
		Visitor Complaint Response	Extensive	Yes	Extensive	*

Concession Contracts

		Glacier Bay	Glacier Bay	Glacier Bay	Glacier
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Glacier Bay NP	NPS/Glacier Bay NP	NPS/Glacier Bay NP
		Mode(s)	Bus	Kayak	Kayak
		Interpretive Services	Yes	Yes	*
		Tours/Charters	Group Tours	Tours & Vessel Charter	*
		ATS Related Capital Projects	*	*	*
		Contract/Agreement Term	10 years	10 years	10 years
		Annual or Seasonal Service	Seasonal	Seasonal	Seasonal w/annual opt
		Authorized & Required Svcs	Yes	Yes	Yes
		Statement of Responsibilities	Yes	Yes	Yes
		FLMA Furnished Materials	*	*	*
		Breach/Termination of Contract	15 day NTC	15 day NTC	15 day NTC
Service	Reports	Reporting Requirements	Yes	Yes	Yes
		Service Reports	Yes	Annual operations	Annual operations
		Report Templates	5	No	No
		Staffing Requirements	Yes	Limited	Limited
		Vehicle Specifications	Limited	*	Requested of proposer
	Operations	Vehicle Owner	Concessioner	Concessioner	Concessioner
		Standard Operating Procedure	Yes	Yes	*
		Portage	*	Kayaks	Kayaks
		ITS	*	Radios on NPS channel	*
		Use of Volunteers	Allowed	*	*
	Quality	Schedule Creation	Concessioner	Concessioner	*
		Maintenance Plan	*	*	*
		Quality Control Plan/Inspections	Yes	Yes	Annual inspection
		Safety & Risk Management Plan	Extensive	Extensive	Limited
		Performance Measures	*	*	*
Finance	Quality	Training Requirements	Yes	*	*
		Recoup Capital Investment	*	*	*
		Franchise Fees	Greater of \$500 or 2%	\$500 or user Fee	Greater of 3% or \$500
		Payment Schedule	Monthly	Annual	Annual
		Fuel Cost Responsibility	Concessioner	*	*
		Penalties/Incentives	*	*	*
		Cost Share	*	*	*
		Allowance for Service Adjustment	*	*	*
		Performance Bond Requirement	*	*	*
		Unit of Service Cost	By route or tour	*	*
		Rate/Fare Definition	Concessioner	NPS guidelines	*
Environment	Rate/Fare Collection	Rate/Fare Collection	Concessioner	Concessioner	Concessioner
		Environmental Mgmt Program	Limited	*	*
		Mitigation Strategy	Recycling	Limited	*
		Fuel or Propulsion Requirement	*	*	*
		Non-Native Species	Yes	*	*
		Pest Management	Yes	*	*
		Inventory of Waste Streams	Yes	Yes	*
P.R.	Hazardous Substances	Hazardous Substances	*	*	*
		Promotion & Materials	Concessioner	*	Concessioner
		Customer Satisfaction	*	*	*
P.R.	Visitor Complaint Response	Visitor Complaint Response	NPS & Concessioner	NPS & Concessioner	NPS & Concessioner
					*

		Glacier	Golden Gate	Grand Canyon	Hiawatha	
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Glacier NP	NPS/Golden Gate NRA	NPS/Grand Canyon	USFS/Hiawatha NF
		Mode(s)	Bus	Ferry/Bus	Bicycle	Bus
		Interpretive Services	Yes	Yes	Yes	*
		Tours/Charters	Tours	Tours & Charters	Tours	Tours
		ATS Related Capital Projects	Prohibited	Dock Improvements	Prohibited	*
		Contract/Agreement Term	10 years	10 years	10 years	5 years
		Annual or Seasonal Service		Annual	Annual and seasonal	Seasonal
		Authorized & Required Svcs	Yes	Yes	Yes	*
		Statement of Responsibilities	Yes	Yes	Yes	*
		FLMA Furnished Materials	*	Tractors, trams	Facilities, trailers	*
	Breach/Termination of Contract	15 day NTC	15 day NTC	15 day NTC	Yes	
Service	Reports	Reporting Requirements	Yes	Yes	Extensive	*
		Service Reports	Yes	NPS may require	Yes	*
		Report Templates	Yes	*	Yes	*
	Operations	Staffing Requirements	Yes	Extensive	Yes	Limited
		Vehicle Specifications	Limited	Yes	*	*
		Vehicle Owner	Concessioner	Transit Agency	Concessioner	Concessioner
		Standard Operating Procedure	Limited	*	Yes	*
		Portage	*	Bikes & watercraft	Bicycles	*
		ITS	*	PA System	*	*
		Use of Volunteers	*	*	Allowed	*
		Schedule Creation	NPS	NPS	Concessioner	*
		Maintenance Plan	Yes	Yes	Extensive	Yes
	Quality	Quality Control Plan/Inspections	NPS pub. #48, state	Yes, city health inspect	Yes	*
		Safety & Risk Management Plan	Yes	Per NPS pub 48 & 50	Required	Yes
		Performance Measures	*	*	Yes	*
Training Requirements		Yes	Extensive	Yes	Limited	
Finance		Recoup Capital Investment	*	*	*	*
		Franchise Fees	Greater of 2% or \$500	25.50%	10%	\$200 permit fee
		Payment Schedule	Monthly	Monthly	Monthly	Yes
		Fuel Cost Responsibility	*	*	*	*
		Penalties/Incentives	Recover cost environ	*	*	*
		Cost Share	*	*	*	*
		Allowance for Service Adjustment	*	*	*	*
		Performance Bond Requirement	*	Optional	Optional	Optional
		Unit of Service Cost	*	*	*	*
		Rate/Fare Definition	NPS & Concessioner	Furnished by NPS	Furnished by NPS	Concessioner
	Rate/Fare Collection	NPS & Concessioner	Concessioner	Concessioner	Concessioner	
Environment		Environmental Mgmt Program	Yes	Yes	Yes	Extensive law
		Mitigation Strategy	Limited	Extensive	Waste, H2O, Nrg mgmt	Water, pests, vegetation
		Fuel or Propulsion Requirement	*	Hybrid ferry, 0 emiss	*	*
		Non-Native Species	*	Yes	Yes	Yes
		Pest Management	*	*	Yes	Yes
		Inventory of Waste Streams	Yes	Yes	Yes	Yes
		Hazardous Substances	Yes	*	Yes	Yes
P.R.		Promotion & Materials	Concessioner	Concessioner	Concessioner	Concessioner
		Customer Satisfaction	*	*	3rd party administered	*
		Visitor Complaint Response	NPS & Concessioner	NPS & Concessioner	NPS & Concessioner	*

Concession Contracts

		Hiawatha	Isle Royale	Isle Royale	Katmai	
Contract/Agreement	Design & Character	FLMA/Unit	USFS/Hiawatha NF	NPS/Isle Royale NP	NPS/Isle Royale NP	NPS/Katmai NPP
		Mode(s)	Ferry/Barge	Boat & Ferry	Floatplane	Bus, Boat, Air
		Interpretive Services	*	Yes	Yes	Encouraged
		Tours/Charters	*	Tours	Tours/Prohibit charters	Tours
		ATS Related Capital Projects	Yes	*	*	*
		Contract/Agreement Term	5 years	10 years	10 years	5 years
		Annual or Seasonal Service	Seasonal	Seasonal	Seasonal	Seasonal
		Authorized & Required Svcs	*	Yes	Yes	Yes
		Statement of Responsibilities	*	Limited	Yes	Yes
		FLMA Furnished Materials	*	*	*	Yes
Breach/Termination of Contract		Yes	15 day NTC	15 day NTC	15 day NTC	
Service	Reports	Reporting Requirements	Yes	Yes	Yes	Yes
		Service Reports	Yes	Yes	Yes	*
		Report Templates	*	*	*	*
	Operations	Staffing Requirements	*	Limited	Limited	Limited
		Vehicle Specifications	*	*	Limited	Boat
		Vehicle Owner	Concessioner	Concessioner	Concessioner	Concessioner
		Standard Operating Procedure	Yes	Yes	Yes	*
		Portage	*	Yes	Yes	*
		ITS	Radios	*	*	*
		Use of Volunteers	*	*	*	*
		Schedule Creation	USFS	NPS	NPS trip limits	*
		Maintenance Plan	Yes	*	*	Yes
		Quality Control Plan/Inspections	*	Yes	Yes	NPS inspections
	Quality	Safety & Risk Management Plan	*	Yes	Extensive	Yes
		Performance Measures	*	*	*	*
Training Requirements		*	Yes	Yes	Limited	
Finance						
	Recoup Capital Investment	Via permit fee	*	*	LSI provisions	
	Franchise Fees	2% & permit fee	4%	6%	4.75%	
	Payment Schedule	Yes	Monthly	Monthly	Monthly	
	Fuel Cost Responsibility	*	*	*	*	
	Penalties/Incentives	*	*	*	*	
	Cost Share	*	*	*	Water rights/utilities	
	Allowance for Service Adjustment	*	*	*	*	
	Performance Bond Requirement	Optional	*	*	Conditional	
	Unit of Service Cost	*	*	*	*	
Rate/Fare Definition	USFS	Published special rate	Published special rate	Yes		
Rate/Fare Collection	Concessioner	Concessioner	Concessioner	Concessioner		
Environment						
	Environmental Mgmt Program	Extensive law	Yes	*	Yes	
	Mitigation Strategy	Water, pests, vegetation	Recycle/conserve	Insure env. impairment	Recycling program	
	Fuel or Propulsion Requirement	*	*	*	*	
	Non-Native Species	Yes	Yes	*	*	
	Pest Management	Yes	*	*	Yes	
	Inventory of Waste Streams	Yes	Yes	*	Yes	
Hazardous Substances	Yes	Yes	*	*		
P.R.						
	Promotion & Materials	Concessioner	Concessioner	Concessioner	Concessioner	
	Customer Satisfaction	*	*	*	*	
Visitor Complaint Response		*	Yes	Yes	*	

		Mount Vernon	Sleeping Bear Dunes
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Mount Vernon
		Mode(s)	Tram/Boat
		Interpretive Services	Boat & Ferry
		Tours/Charters	*
		ATS Related Capital Projects	Charters
		Contract/Agreement Term	*
		Annual or Seasonal Service	17 years
		Authorized & Required Svcs	10 years
		Statement of Responsibilities	*
		FLMA Furnished Materials	*
		Breach/Termination of Contract	Yes
Service	Reports	Reporting Requirements	Yes
		Service Reports	*
		Report Templates	*
	Operations	Staffing Requirements	*
		Vehicle Specifications	*
		Vehicle Owner	*
		Standard Operating Procedure	*
		Portage	Yes
		ITS	*
		Use of Volunteers	*
		Schedule Creation	Cooperative
	Quality	Maintenance Plan	*
		Quality Control Plan/Inspections	*
		Safety & Risk Management Plan	*
		Performance Measures	*
		Training Requirements	Yes
Finance		Recoup Capital Investment	Possessory Interest
		Franchise Fees	5%
		Payment Schedule	4%
		Fuel Cost Responsibility	Monthly
		Penalties/Incentives	*
		Cost Share	*
		Allowance for Service Adjustment	*
		Performance Bond Requirement	*
		Unit of Service Cost	*
		Rate/Fare Definition	Approved by NPS
Environment		Rate/Fare Collection	Concessioner
		Environmental Mgmt Program	*
		Mitigation Strategy	Yes
		Fuel or Propulsion Requirement	*
		Non-Native Species	*
		Pest Management	*
		Inventory of Waste Streams	Yes
P.R.		Hazardous Substances	*
		Promotion & Materials	*
		Customer Satisfaction	*
		Visitor Complaint Response	*

Commercial Use Authorization

		Big South Fork	Big South Fork	Big South Fork	Washington Dock	
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Big South Fork NR	NPS/Big South Fork NR	NPS/Big South Fork NR	NPS/Gtown Waterfront
		Mode(s)	Horseback	Horseback	Waterborne	Boat
		Interpretive Services	Yes	Yes	Yes	*
		Tours/Charters	Yes	Yes	Yes	Tours
		ATS Related Capital Projects	*	*	*	*
		Contract/Agreement Term	10 months	9 months	10 months	1 year
		Annual or Seasonal Service	*	*	*	*
		Authorized & Required Svcs	Authorized only	Authorized only	Authorized only	Authorized only
		Statement of Responsibilities	Limited	Limited	Limited	*
		FLMA Furnished Materials	*	*	*	*
Breach/Termination of Contract		*	*	*	NPS terminate any time	
Service	Reports	Reporting Requirements	*	*	*	Financial
		Service Reports	*	*	*	*
		Report Templates	*	*	*	*
		Staffing Requirements	*	*	*	*
		Vehicle Specifications	*	*	*	*
	Operations	Vehicle Owner	*	*	*	CUA holder
		Standard Operating Procedure	*	*	*	*
		Portage	*	*	*	*
		ITS	*	*	*	*
		Use of Volunteers	*	*	*	*
	Quality	Schedule Creation	*	*	*	*
		Maintenance Plan	*	*	*	*
		Quality Control Plan/Inspections	Inspections by NPS	Inspections by NPS	Inspections by NPS	*
		Safety & Risk Management Plan	*	*	*	*
Performance Measures	*	*	*	*		
Training Requirements	*	*	*	*		
Finance						
	Recoup Capital Investment	*	*	*	*	
	Franchise Fees	*	*	*	*	
	Payment Schedule	*	*	*	*	
	Fuel Cost Responsibility	*	*	*	*	
	Penalties/Incentives	*	*	*	*	
	Cost Share	*	*	*	*	
	Allowance for Service Adjustment	*	*	*	*	
	Performance Bond Requirement	*	*	*	*	
	Unit of Service Cost	*	*	*	*	
	Rate/Fare Definition	*	*	*	*	
Rate/Fare Collection	*	*	*	CUA holder		
Environment						
	Environmental Mgmt Program	*	*	*	*	
	Mitigation Strategy	*	*	*	*	
	Fuel or Propulsion Requirement	*	*	*	*	
	Non-Native Species	*	*	*	*	
	Pest Management	*	*	*	*	
	Inventory of Waste Streams	*	*	*	*	
Hazardous Substances	*	*	*	*		
P.R.						
	Promotion & Materials	Not allowed in park	Not allowed in park	Not allowed in park	*	
	Customer Satisfaction	*	*	*	*	
		Visitor Complaint Response	Not allowed in park	Not allowed in park	*	

Wrangell-St. Elias			
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Wrangell-St. Elias
		Mode(s)	Airtaxi
		Interpretive Services	*
		Tours/Charters	*
		ATS Related Capital Projects	*
		Contract/Agreement Term	18 months
		Annual or Seasonal Service	*
		Authorized & Required Svcs	Authorized Only
		Statement of Responsibilities	Yes
		FLMA Furnished Materials	*
		Breach/Termination of Contract	NPS
Service	Reports	Reporting Requirements	Extensive
		Service Reports	Extensive
		Report Templates	*
	Operations	Staffing Requirements	Limited
		Vehicle Specifications	*
		Vehicle Owner	CUA holder
		Standard Operating Procedure	*
		Portage	*
		ITS	Radios & sat phones
		Use of Volunteers	*
		Schedule Creation	*
	Quality	Maintenance Plan	*
		Quality Control Plan/Inspections	*
		Safety & Risk Management Plan	*
Performance Measures		*	
Training Requirements		Limited	
Finance		Recoup Capital Investment	*
		Franchise Fees	*
		Payment Schedule	*
		Fuel Cost Responsibility	*
		Penalties/Incentives	Penalties
		Cost Share	*
		Allowance for Service Adjustment	*
		Performance Bond Requirement	*
		Unit of Service Cost	*
		Rate/Fare Definition	*
		Rate/Fare Collection	*
Environment		Environmental Mgmt Program	*
		Mitigation Strategy	Public health
		Fuel or Propulsion Requirement	*
		Non-Native Species	*
		Pest Management	*
		Inventory of Waste Streams	*
		Hazardous Substances	*
P.R.		Promotion & Materials	CUA holder
		Customer Satisfaction	*
		Visitor Complaint Response	*

Special Use Permit

Big South Fork			
Contract/Agreement	Design & Character	FLMA/Unit	NPS/Big South Fork NR
		Mode(s)	Rail
		Interpretive Services	*
		Tours/Charters	Yes
		ATS Related Capital Projects	*
		Contract/Agreement Term	10 months
		Annual or Seasonal Service	*
		Authorized & Required Svcs	Authorized only
		Statement of Responsibilities	Yes
		FLMA Furnished Materials	*
		Breach/Termination of Contract	Yes
Service	Reports	Reporting Requirements	*
		Service Reports	*
		Report Templates	*
	Operations	Staffing Requirements	*
		Vehicle Specifications	*
		Vehicle Owner	*
		Standard Operating Procedure	*
		Portage	*
		ITS	*
		Use of Volunteers	*
		Schedule Creation	*
	Quality	Maintenance Plan	*
		Quality Control Plan/Inspections	Inspections by NPS
		Safety & Risk Management Plan	*
		Performance Measures	*
Training Requirements		*	
Finance	Recoup Capital Investment	*	
	Franchise Fees	*	
	Payment Schedule	*	
	Fuel Cost Responsibility	*	
	Penalties/Incentives	*	
	Cost Share	*	
	Allowance for Service Adjustment	*	
	Performance Bond Requirement	*	
	Unit of Service Cost	*	
	Rate/Fare Definition	*	
	Rate/Fare Collection	*	
Environment	Environmental Mgmt Program	*	
	Mitigation Strategy	*	
	Fuel or Propulsion Requirement	*	
	Non-Native Species	*	
	Pest Management	*	
	Inventory of Waste Streams	*	
	Hazardous Substances	*	
P.R.	Promotion & Materials	Not allowed in park	
	Customer Satisfaction	*	
	Visitor Complaint Response	Not allowed in park	

		Big Sky				Teton County		YARTS	
Contract/Agreement	Design & Character	Instrument Type	Service Contract		MOU		Service Contract		
		Mode(s)	Bus		Bicycle & Pedestrian		Bus		
		Interpretive Services	*		*		*		
		Tours/Charters	*		Tours		*		
		ATS Related Capital Projects	*		*		*		
		Contract/Agreement Term	5 years		Less than 10 months		5 years		
		Annual or Seasonal Service	Annual		*		*		
		Authorized & Required Svcs	Yes		*		*		
		Statement of Responsibilities	Yes		Yes		*		
		Government Furnished Materials	*		*		*		
		Breach/Termination of Contract	Yes		Any party at any time		Yes		
Service	Reports	Reporting Requirements	Yes		Yes		Yes		
		Service Reports	Ridership		*		Nat'l Transit Database		
		Report Templates	Yes		*		*		
	Operations	Staffing Requirements	*		Yes		Limited		
		Vehicle Specifications	Yes		*		*		
		Vehicle Owner	Contractor or Transit		*		Contractor		
		Standard Operating Procedure	*		*		*		
		Portage	Skis		*		*		
		ITS	*		*		Radios by contractor		
		Use of Volunteers	*		Yes		*		
	Quality	Schedule Creation	Transit District		*		Transit Agency		
		Maintenance Plan	*		Yes		By contractor		
		Quality Control Plan/Inspections	State inspections		Inspections		Monthly inspections		
		Safety & Risk Management Plan	FTA guidelines		Limited		FTA guidelines		
Performance Measures		*		*		Yes			
Training Requirements		*		Limited		FTA guidelines			
Finance		Recoup Capital Investment	*		*		*		
		Franchise Fees	*		*		*		
		Payment Schedule	Monthly		*		Monthly		
		Fuel Cost Responsibility	Transit District		*		Revisit when up <15%		
		Penalties/Incentives	Penalties/LDs		Liquidated damages		Penalty non-perform		
		Cost Share	*		Yes		Potentially fuel		
		Allowance for Service Adjustment	15% triggers new rate		*		Yes		
		Performance Bond Requirement	*		*		Required		
		Unit of Service Cost	\$34/\$46hr w/vehicle		*		*		
		Rate/Fare Definition	Transit District		*		Transit Agency		
		Rate/Fare Collection	Contractor		*		Contractor		
Environment		Environmental Mgmt Program	*		*		*		
		Mitigation Strategy	*		*		State energy plan		
		Fuel or Propulsion Requirement	*		*		FTA guidelines		
		Non-Native Species	*		*		*		
		Pest Management	*		*		*		
		Inventory of Waste Streams	*		*		*		
		Hazardous Substances	*		*		*		
P.R.		Promotion & Materials	*		Nonprofit		Transit Agency		
		Customer Satisfaction	*		*		*		
		Visitor Complaint Response	*		*		*		

Non-FLMA Contracts/Agreements Do Not Serve FLMA's

		Fort Lauderdale	Maple Grove	Phoenix	Rochester
Contract/Agreement	Design & Character	Instrument	Interlocal Agreement	Service Contract	Subsidy Agreement
		Mode(s)	Bus	Bus	Bus
		Interpretive Services	*	*	*
		Tours/Charters	*	*	*
		ATS Related Capital Projects	*	*	*
		Contract/Agreement Term	2 years	3 years	5 years
		Annual or Seasonal Service	Annual	Annual	Seasonal
		Authorized & Required Svcs	*	*	*
		Statement of Responsibilities	Yes	*	Yes
		Government Furnished Materials	Bus stop signs	Vehicles	Extensive
		Breach/Termination of Contract	30 days either party	Lack of ridership	30 days written notice
Service	Reports	Reporting Requirements	Yes	Monthly	Extensive
		Service Reports	Yes	Yes	FTA guidelines
		Report Templates	*	Yes	*
	Operations	Staffing Requirements	Yes	Yes	Extensive
		Vehicle Specifications	Yes	Yes	Extensive
		Vehicle Owner	County lease to City	Municipality	Municipality
		Standard Operating Procedure	Yes	Yes	Extensive
		Portage	Bikes	*	Bikes
		ITS	Radios & PA system	Yes	Vehicle Mgmt Systems
		Use of Volunteers	*	*	*
		Schedule Creation	Cooperative	Municipality	Municipality
	Quality	Maintenance Plan	Yes	Yes	Extensive
		Quality Control Plan/Inspections	Inspections	Inspections	Yes
		Safety & Risk Management Plan	Required	Yes	Yes
		Performance Measures	Minimum ridership	Yes	Extensive
		Training Requirements	Provided by County	Yes	Extensive
Finance		Recoup Capital Investment	*	*	*
		Franchise Fees	*	*	*
		Payment Schedule	Quarterly	Monthly	Monthly
		Fuel Cost Responsibility	Municipality	Contractor	Municipality
		Penalties/Incentives	Minimum ridership	Liquidated damages	Extensive penalties
		Cost Share	*	*	*
		Allowance for Service Adjustment	*	<10% renegotiate	<10% renegotiate
		Performance Bond Requirement	*	*	Million dollar
		Unit of Service Cost	\$15/revenue hour	\$123/service hour	\$5-\$7 per revenue mile
		Rate/Fare Definition	City	Municipality	Municipality
		Rate/Fare Collection	Optional	Contractor	Contractor
Environment		Environmental Mgmt Program	*	*	Yes
		Mitigation Strategy	*	*	Extensive
		Fuel or Propulsion Requirement	*	*	Liquified natural gas
		Non-Native Species	*	*	*
		Pest Management	*	*	*
		Inventory of Waste Streams	*	*	Yes
		Hazardous Substances	*	*	Yes
P.R.		Promotion & Materials	Cooperative	Cooperative	Municipality
		Customer Satisfaction	*	*	Associated penalties
		Visitor Complaint Response	Cooperative	*	Associated penalties

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