



United States Department of the Interior

NATIONAL PARK SERVICE
Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-4807



IN REPLY REFER TO:
C3823 (PWR-CM)

AUG 03 2010

Mr. Lyle Parker
Dakota Columbia Rentals, LLC
Seven Bays Marina
1250 Marina Drive
Seven Bays, Washington 99122

Dear Mr. Parker,

Enclosed please find one fully executed copy of Amendment 2 to Concession Contract No. CC-LARO001-92 regarding the addition of minimal required and authorized services to your contract at the Keller Ferry location on Lake Roosevelt National Recreation Area.

Included as part of Amendment 2 are updated Exhibits A and C as well as new Exhibits Y and Z which provide a list of responsibilities regarding the additional required and authorized services at the Keller Ferry location and the letter agreement between the previous concessioner, Colville Tribal Enterprise Corporation, and the National Park Service regarding the personal property and possessory interest related to the previous concession contract for Keller Ferry.

Thank you for your continued work at the Seven Bays and Keller Ferry Marinas and providing quality visitor services to the public within Lake Roosevelt National Recreation Area. If you have any questions, please contact Kim Gagliolo, Commercial Services Specialist, at (510) 817-1368.

Sincerely,

GEORGE J. TURNBULL

George J. Turnbull
Acting Regional Director, Pacific West Region

Enclosure

cc: Superintendent, Lake Roosevelt National Recreation Area ✓

TAKE PRIDE
IN AMERICA 

AMENDMENT NO. 2
CONCESSIONS CONTRACT CC-LARO001-92
DAKOTA COLUMBIA RENTALS, LLC

THIS AGREEMENT made and entered into by and between the United States of America, by the Secretary of the Interior, and the Director of the National Park Service, through the Regional Director, Pacific West Region, (hereinafter referred to as the "Secretary") and Dakota Columbia Rentals, LLC, a limited liability company organized and existing under the laws of Washington State, (hereinafter referred to as the "Concessioner").

WITNESSETH

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-LARO001-92 (hereinafter referred to as the "Contract"), whereby the Concessioner is authorized to provide marina and boating services for the public within Lake Roosevelt National Recreation Area for the period July 13, 1992, through December 31, 2011, as extended and continued; and

WHEREAS, the parties wish to add additional required and authorized services to be operated at the Keller Ferry Marina; and

WHEREAS, all terms herein shall have the same meaning ascribed to them in the Contract unless otherwise defined herein:

NOW, THEREFORE, the parties hereto covenant and agree to and with each other that the Contract is hereby amended effective as follows:

1. Amend Section 2 (Accommodations, Facilities, and Services), Page 3, as follows:

Add the following Required and Authorized Services to Subsection (a):

- 7) Boat Moorage and Facilities at the Keller Ferry Marina
- 8) Floating Docks and Slips at the Keller Ferry Marina
- 9) Marine Fuel and Oil at the Keller Ferry Marina
- 10) Retail Facilities and Services, which may include, but is not limited to, grocery items, general merchandise, camper and fishing supplies, snack/fast foods, gifts at the Keller Ferry Marina
- 11) Concessioner will provide septic pump-out to lake visitors free of charge at Keller Ferry Marina

2. Replace EXHIBIT A – GOVERNMENT OWNED STRUCTURES in its entirety with the new EXHIBIT A – GOVERNMENT OWNED STRUCTURES as set forth in the attachment to this Amendment.
3. Replace EXHIBIT C – CONCESSIONER IMPROVMENTS in its entirety with the new EXHIBIT C – CONCESSIONER IMPROVMENTS as set forth in the attachment to this Amendment.
4. New EXHIBIT Y – KELLER FERRY OPERATIONAL RESPONSIBILITIES
5. New EXHIBIT Z – AGREEMENT REGARDING CTEC PERSONAL PROPERTY

IN WITNESSETH THEREOF, the parties hereto have subscribed their names. This agreement shall be effective June 15, 2010,

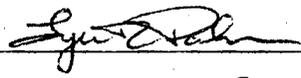
Executed at Oakland, California, this 3rd day of August, 2010.

UNITED STATES OF AMERICA

BY: 
George J. Turnbull
Acting Regional Director, Pacific West Region

CONCESSIONER
DAKOTA COLUMBIA RENTALS, LLC

ATTEST:

By: 
Type Name: LYLE R. PARKER
TITLE: MANAGING MEMBER
DATE: July 30, 2010

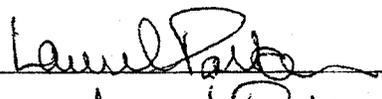
BY: 
Type Name: Laurel Parker
TITLE: MEMBER
DATE: July 30, 2010

EXHIBIT A

GOVERNMENT OWNED STRUCTURES ASSIGNED TO

Dakota Columbia Rentals, LLC

Seven Bays:

Location	Asset Type	FMS Description	Qty	Units	Date Built or Installed	Historic (Y or N)	Insurance Replacement Value
97670	4100	CONCE BLDG SB STORE AND RESTAURANT BUILD	5200	SF	1988	N	\$796,640
98607	4100	CONCE BLDG SB STORAGE SHED	160	SF	1988	N	\$1,371
98612	4100	CONCE BLDG SB GAS DOCK SHED	100	SF	1988	N	\$6,077
99279	5200	CONCE UTIL SB WASTEWATER SYSTEM, DOCKS,S	1	EA	1988	N	\$7,661
99280	5700	CONCE UTIL SB UST FUELING SYSTEM	1	EA	1989	N	\$46,147
99281	5100	CONCE UTIL SB WATER SYSTEM	1	EA	1988	N	\$34,316
99283	5400	CONCE UTIL SB ELECTRICAL SYSTEM	1	EA	1988	N	\$27,108
99284	2100	CONCE TRLS SB SIDEWALKS	1	EA	1988	N	\$796,640
99285	6300	CONCE WAWY SB WATERFRONT/MARINA SYSTEM	1	EA	1988	N	\$1,371

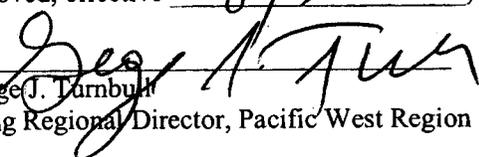
Keller Ferry:

Location	Asset Type	FMS Description	Qty	Units	Date Built or Installed	Historic (Y or N)	Insurance Replacement Value
97667	4100	CONCE BLDG KY STORE AND SNACK BAR	4182	SF	1989	N	\$496,739
98645	4100	CONCE BLDG KY GAS HOSE REEL SHED	81	SF	1989	N	\$2,007
98646	4100	CONCE BLDG KY POWER, WATER, COMP SHED	252	SF	1989	N	\$5,216
98885	5200	CONCE UTIL KY WASTEWATER SYSTEM, STORE	1	EA	1989	N	\$43,439
98888	5200	CONCE UTIL KY WASTEWATER SYSTEM, HOUSEBO	1	EA	1989	N	\$38,001
98996	2100	CONCE TRLS KY STORE TO FLOAT DOCK HOUSE	7000	SF	1989	N	\$657,881

Lake Roosevelt National Recreation Area
 Pacific West Region - National Park Service

99134	3100	CONCE GRDN KY TURF AREAS	29325	SF	1989	N	\$47,250
99135	5700	CONCE UTIL KY UST FUELING STATION	1	EA	1992	N	\$152,877
99136	5400	CONCE UTIL KY ELECTRICAL SYSTEM	1	EA	1988	N	\$31,414
99142	1100	CONCE ROAD KY STORE ROAD	9200	SF	1989	N	\$6,417
99148	1300	CONCE ROAD KY STORE PARKING LOT	21675	SF	1989	N	\$337,588
99152	6300	CONCE WAVY KY WATERFRONT/MARINA SYSTEM	1	EA	1989	N	\$2,007
101767	4100	GAS DOCK BUILDING	100	SF	1989	N	\$5,216

Approved, effective 8/3, 2010

By: 
George J. Turnbull
Acting Regional Director, Pacific West Region

Seven Bays



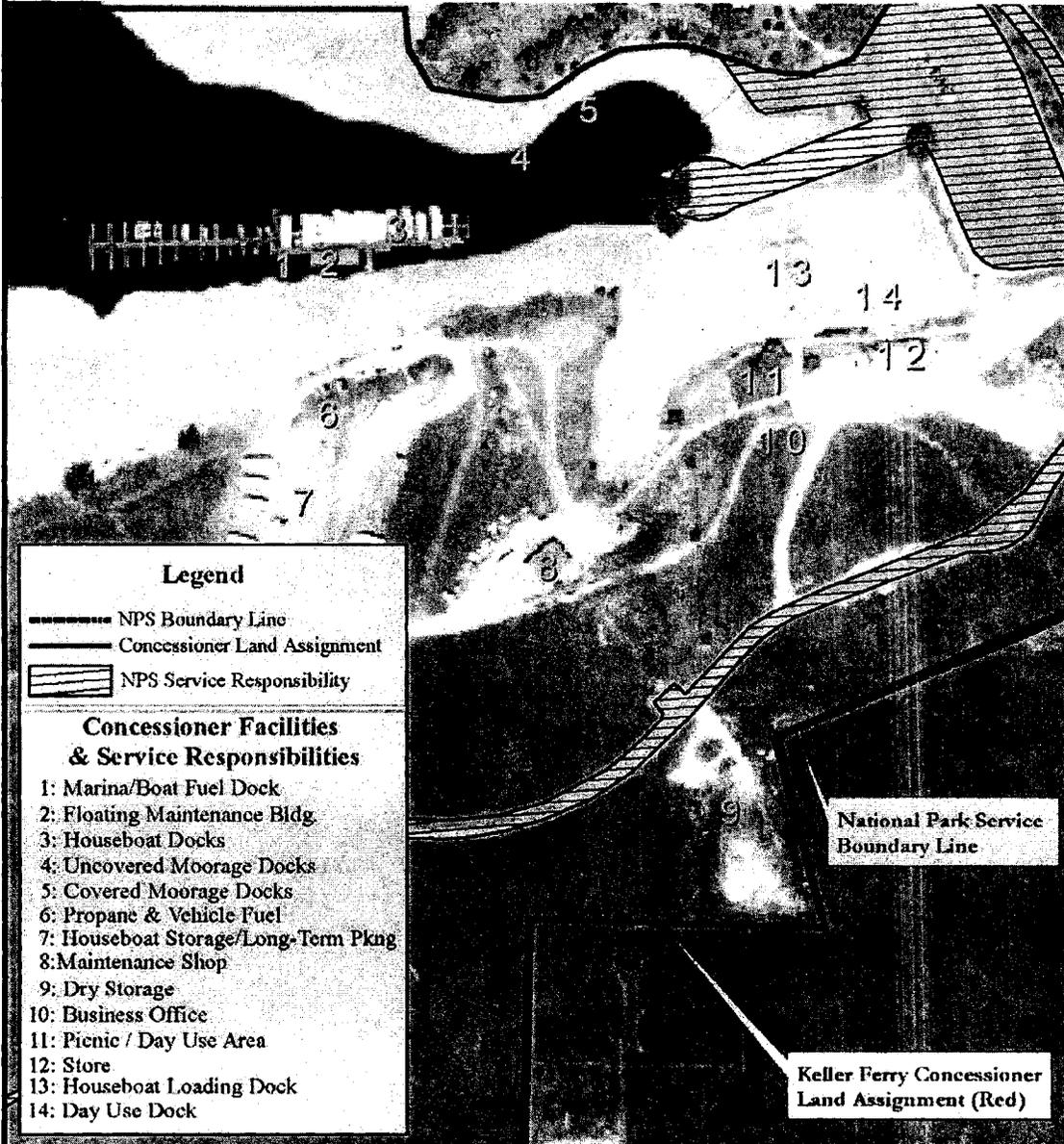
Lake Roosevelt National Recreation Area
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Seven Bays



Lake Roosevelt National Recreation Area
Pacific West Region – National Park Service

Keller Ferry



Legend

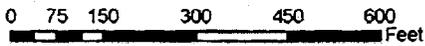
- NPS Boundary Line
- Concessioner Land Assignment
- NPS Service Responsibility

Concessioner Facilities & Service Responsibilities

- 1: Marina/Boat Fuel Dock
- 2: Floating Maintenance Bldg.
- 3: Houseboat Docks
- 4: Uncovered Moorage Docks
- 5: Covered Moorage Docks
- 6: Propane & Vehicle Fuel
- 7: Houseboat Storage/Long-Term Pkng
- 8: Maintenance Shop
- 9: Dry Storage
- 10: Business Office
- 11: Picnic / Day Use Area
- 12: Store
- 13: Houseboat Loading Dock
- 14: Day Use Dock

National Park Service
Boundary Line

Keller Ferry Concessioner
Land Assignment (Red)



November, 2009

Aerial Photo Date: June, 2002

Photo Projection: UTM Meter NAD 83, Zone 11

Keller Ferry



0 125 250 500 750 1,000
Feet

November, 2009

Aerial Photo Date: June, 2002

Photo Projection: UTM Meter NAD 83, Zone 11

Lake Roosevelt National Recreation Area
Pacific West Region - National Park Service

EXHIBIT C

CONCESSIONER IMPROVEMENTS

Location	Asset Type	FMSS Description	Qty	Units	Date Built or Installed	Historic (Y or N)	Insurance Replacement Value
		NONE					

Approved effective 8/3, 2010

By: George J. Turnbull
George J. Turnbull
Acting Regional Director, Pacific West Region

EXHIBIT Y

KELLER FERRY OPERATIONAL RESPONSIBILITIES

The following includes specific responsibilities of the National Park Service ("Service") and the Concessioner regarding elements of the Keller Ferry required and authorized services added herein.

1. The Service will provide additional electrical service, if necessary, to FMSS Location 98647, CONCE BLDG KY FLOATING DOCKHOUSE.
2. The Concessioner will purchase, through the State of Washington's grant process, a new sewer pump to replace the existing sewer pump within the Concession Facilities at Keller Ferry. Only the portion not covered by the State of Washington's grant may be eligible for possessory interest. The Concessioner will obtain prior written approval from the Superintendent for the final amount eligible for possessory interest before purchasing.
3. The Service has installed one check valve and will install one additional check value in association with the existing sewer system at the Keller Ferry Marina.
4. The Service will install the required breakaway couplings on fuel pumps at the Keller Ferry Marina and will schedule a cathodic leak inspection of the fuel system at the Keller Ferry Marina location only.
5. The Service will be responsible for major septic system problems stemming from the previous Concessioner's use. All other recurring maintenance requirements, e.g. pumping, are the responsibility of the Concessioner.
6. The Service will be responsible for emptying the dumpster from within the Concession Facilities at the Keller Ferry Marina location only.

EXHIBIT Z

AGREEMENT REGARDING KELLER FERRY PERSONAL PROPERTY

The Service is bound by the following letter agreement between the previous concessioner under expired Concession Contract CC-LARO003-92. Therefore, the Concessioner does not have to purchase any personal property or possessory interest associated with CC-LARO003-92. However, as stated below, the Concessioner is required to assign rent free 13 slips to the previous concessioner for the purposes of selling their houseboats that were used under CC-LARO003-92. If any of these 13 houseboats are sold during the term of this Contract, the Concessioner will rent a slip at approved rates to the purchaser of the boat, as stated below.



United States Department of the Interior

NATIONAL PARK SERVICE
Lake Roosevelt National Recreation Area
1008 Crest Drive
Coulee Dam, Washington 99116

IN REPLY REFER TO:

Hand-Delivered

April 30, 2010

Mr. Joe Pakootas
CEO, Colville Tribal Enterprise Corporation
dba Roosevelt Recreation Enterprises
515 Birch, Suite A, P.O. Box 5
Coulee Dam, Washington, WA 99155

Dear Mr. Pakootas:

The purpose of this letter is to reflect the agreement reached between the Colville Tribal Enterprise Corporation on behalf of Roosevelt Recreation Enterprises (hereinafter CTEC) and Lake Roosevelt National Recreation Area, National Park Service (hereinafter NPS) concerning personal property and other compensable interests recognized under National Park Service Concession Contract No. CC-LARO003-92 (hereinafter Contract) in CTEC's operation of Keller Ferry Marina.

This letter will serve as the agreement between CTEC and NPS. The parties agree that CTEC's Contract to operate Keller Ferry Marina has expired, and that CTEC does not desire to extend the Contract, and that CTEC's rights to compensation are governed by the Contract, including section 12 (compensation). The parties further agree that no successor concessioner has been selected for the 2010 operating season for several reasons including, but not limited to, the financial feasibility of the operation; but that it is the intent and desire of NPS to prepare, and issue, a prospectus for a successor contractor to begin operating Keller Ferry Marina no later than 2012. CTEC and NPS agree it is in their mutual interests and the interests of visitors and the boating public that the Keller Ferry Marina stay open for business in the meantime. NPS intends to seek an operator temporarily for 2010 and possibly 2011, and the parties agree the 2010 and 2011 "temporary" operator will not be considered by either party to be a "successor" concessioner under Contract No. CC-LARO003-92 for any reason, including, but not limited to, for the purpose of the sale of CTEC's "possessory interest".

The parties agree that CTEC expressly waives its rights to sell and transfer its houseboats to a successor concessioner under section 12(b) of the contract.

The parties agree that all other property of CTEC used in its operation of the Keller Ferry Marina as defined in the Contract will remain subject to the requirement of sale and transfer to the successor concessioner.

The parties agree that as consideration for the above, and to assist CTEC in its efforts to sell its houseboats, NPS will assign CTEC the right to use 13 slips for the purpose of the sale of the houseboats, rent free until they are sold, or for five years, whichever is shorter. NPS agrees the sold houseboats will carry with them the right to use a slip in the future at regular market rates under the same conditions as any other slip renter at Keller Ferry. This right applies only to the houseboat sold, and the right cannot be transferred to another

Lake Roosevelt National Recreation Area
Pacific West Region - National Park Service

boat or another person. The houseboats will remain the property of CTEC and CTEC will bear responsibility for maintenance and repair until they are sold.

The parties represent that the signatories to this letter agreement have authority to sign and to bind their respective organizations.

If you have any questions about this matter, please contact me at 509-633-9441, extension 111.

Sincerely,

Debbie Bird

Debbie Bird
Superintendent

Reviewed and Approved: *Joe A. Pakootas* Date: 5-3-10
Joe Pakootas, Chief Executive Officer,
Colville Tribal Enterprises Corporation
On behalf of CTEC and Roosevelt Recreation Enterprises

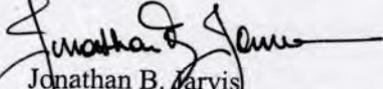
Reviewed and Approved: *George J. Turnbull* Date: 5/11/10
George J. Turnbull, Acting Regional Director
Pacific West Region, National Park Service

cc: Legal Counsel, CTEC
Regional Solicitor's Office, Portland
Commercial Services Program Manager, Pacific West Region

Lake Roosevelt National Recreation Area
Pacific West Region - National Park Service

Please indicate your acceptance of this authorization to continue to provide visitor services by signing in the space provided below and return the fully-executed letter to this office within 30 days of receipt. A pre-addressed envelope is enclosed for your convenience. If you have any questions, or if we can provide further assistance, please contact Anne Dubinsky Altman, Concessions Program Manager, Pacific West Region at (510) 817-1000.

Sincerely,



Jonathan B. Jarvis

Regional Director, Pacific West Region

Accepted:

Concessioner

Superintendent, Lake Roosevelt National Recreation Area





United States Department of the Interior

NATIONAL PARK SERVICE
Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-1007



IN REPLY REFER TO:
C3823 (PWR-CM)

20 2009

Mr. Lyle Parker
Dakota Columbia Rentals, LLC
Seven Bays Marina
1250 Marina Drive
Seven Bays, Washington 99122

National Park Service Concessions Contract No. CCLARO001-92

Dear Mr. Parker:

The National Park Service is continuing the process of issuing prospectuses for new concession contracts. However, as a result of the delays created by the number of expiring permits and contracts, the National Park Service has determined that it is necessary to continue the visitor services provided within your current concession authorization for a one-year period.

Under the provisions of your concession contract and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service hereby authorizes the continuation of visitor services for a period not-to-exceed one year under the terms and conditions within the concession contract. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract. By copy of this letter of agreement to the undersigned, you are hereby authorized to continue to provide services through December 31, 2009, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of Public Law 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service you provide. In addition, the National Park Service and Dakota Columbia Rentals, LLC will continue the following:

To negotiate and work towards settlement of the Possessory Interest, as described in Concession Contract, C-LARO001-92, of the real property assets used or held for use in the operation of the Seven Bays Marina.

The operation of the restaurant will be authorized but not required.

The operation of the store will be reduced by one hour per day, to open at 9:00 a.m.

The National Park Service will, for the 2009 operating year, pay for the annual EPA testing of the fuel system at the Seven Bays Marina as required by law.

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ASSIGNMENT, ACCEPTANCE AND APPROVAL DOCUMENT

ASSIGNMENT

For value received, Colville Tribal Enterprise Corporation dba Roosevelt Recreation Enterprises, a ~~Washington State corporation~~, (hereinafter referred to as the "Assignor"), hereby assigns, subject to the approval of the Secretary of the Interior acting through the National Park Service, as of the date of approval by the Secretary of the Interior, to Dakota Columbia Rentals, LLC, a limited liability company organized under the laws of the State of Washington (hereinafter referred to as the "Assignee") all its right, title and interest in and under Concession Contract No. CC-LARO001-92 (hereinafter after referred to as the "Contract") entered into between the Secretary of the Interior and the Assignor as of April 19, 2006 granting the right to operate a concession at the Seven Bays site, within Lake Roosevelt National Recreation Area.

Executed in quadruple at Conley 3rd Dam this 3rd day of May 2006.

[ATTEST:] [WITNESSES]

Rhonda Long

Title Concessions Mgmt Specialist

Ray M. Dashiell
Acting Superintendent

[Assignor name]

Bruce P. Dillbeck

Title Interim CEO
CTEC

ACCEPTANCE

The undersigned, the Assignee named in the above Assignment, hereby accepts the same and agrees, subject to the approval of the Secretary of the Interior acting through the National Park Service, to carry out fully and to perform all of the obligations imposed upon said Assignor, by the terms and provisions of the Contract from and after the date of approval by the Secretary. The undersigned Assignee further understands and agrees to the following conditions of the Secretary's approval of this Assignment:

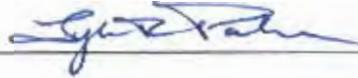
1. Within 60 days of the date of approval of the Assignment, an audited balance sheet, as of the effective date of the Assignment on which an unqualified opinion has been expressed by an independent licensed or Certified Public Accountant, will be submitted for the approval of the Secretary. This balance sheet must be accompanied by a "Schedule of Assets" in which the Assignee claims possessory interest. The schedule must include the description of the asset, the date initially acquired, depreciation method and life, cost, accumulated depreciation, and net book value.
 2. Assets acquired by the Assignee from the Assignor must be recorded at an amount that will not exceed fair value as defined in the Contract, or if the Contract does not define fair value for a particular class of assets, an amount that will not exceed the fair market value of the asset. The Assignee must provide in detail the basis for valuation, including, if required by the National Park Service, appraisals.
 3. To assume all obligations of the Contract incurred by the Assignor prior to the effective date of the Assignment if the Assignor fails to perform them, including, but not limited to, payment of franchise fees, payment of utilities provided by the National Park Service, and deposits to capital and government improvement accounts, if any.
 4. Within 60 days after approval of the Assignment, a copy of an itemized Bill of Sale covering all transferred assets will be provided to the National Park Service.
 5. The purchase price or any debt to be incurred in connection with the Assignment will not be used at any time by the Assignee or any related party as justification for:
 - a. An increase in rates to charged to the public;
 - b. A waiver or reduction of franchise fees or other Contract requirements; or
 - c. Any claim that the terms of the Contract do not provide a reasonable opportunity for profit.
-

6. The National Park Service, when developing the requirements of any subsequent concession contract for this operation, will not take into account the purchase price or any outstanding debt resulting from this Assignment. Franchise fees and other contract obligations for the subsequent concession contract will be established based on the probable value to a concessioner of the authorization as determined by the National Park Service. The Assignee assumes all risk in this connection.
7. In the event that the Assignee is not awarded a subsequent concession contract, neither the National Park Service nor the successor concessioner will bear any liability for any debt incurred by the Assignee in connection with this Assignment.
8. The Assignee represents that it has not been advised by the National Park Service or any official of the United States government that the National Park Service or other government official considers the terms of this transaction to be reasonable or that the Assignee may expect to earn a profit under the terms of the Contract and this transaction.
9. Approval of this Assignment by the Secretary in no manner implies the existence of or grants any preferential right to the award of any subsequent concession contract, and Assignee waives any right to assert any preferential right or other benefit based on approval of this Assignment by the Secretary.
10. Assignee will not utilize this approval in any form or manner, including, but not limited to, any litigation, proceeding or hearing, involving the National Park Service or the United States of America, as evidence of any fact or matter other than that the National Park Service approved the Assignment in accordance with Section 408 of the National Park Service Concessions Management Improvement Act of 1998 (P.L. 105-391).
11. Notwithstanding any representations made by the Assignee to the National Park Service or the Assignor or other persons as to the value of the Contract or possessory interest, if any, or as to any other matters related to this transaction, the National Park Service, by approving this Assignment, expressly is not agreeing to, approving or concurring in any such representations. The National Park Service reserves the right to challenge any representations made by the Assignee in any future matters concerning the Contract and the National Park Service, including, but not limited to, the value of any possessory interest granted by the Contract, if any.
12. That, to the extent that the Assignor may have been allocated user days or other access privileges to the park area for the purposes of the Contract, such allocations are subject to change or elimination by the National Park Service and that the Contract does not grant such allocations as a matter of right to the Assignee or any subsequent concessioner.
13. The approval of this Assignment by the Secretary shall not be construed, in any manner, as amending, altering or waiving any terms and conditions of the Contract.

14. The approval of this Assignment by the Secretary does not in and of itself constitute approval of any financial transaction or encumbrance associated with this Assignment. If such financial transaction or encumbrance must by law be approved by the Secretary, the Secretary's approval of any such associated financial transaction or encumbrance, if granted, will be provided in a separate document.

[Attest:] [WITNESSES]

[Assignee Name]



Title _____

Title MANAGING MEMBER

APPROVAL

The foregoing Assignment and Acceptance are hereby approved and Concession Contract No. CC-LARO001-92 is hereby considered as duly assigned by Colville Tribal Enterprise Corporation, dba Roosevelt Recreation Enterprises to Dakota Columbia Rentals, LLC, effective as of the date set forth below, subject to agreement to and satisfactory performance by the Assignee of the conditions set forth above.

Dated at Pacific West Regional Office, Oakland, this 5th day of May, 2006.

SECRETARY OF THE INTERIOR

Deanne J Adams

By *JV*

Jonathan B. Jarvis

Regional Director, Pacific West Region

National Park Service

Rec'd 5/30/04

United States Department of the Interior



NATIONAL PARK SERVICE
LAKE ROOSEVELT NATIONAL RECREATION AREA
1008 Crest Drive
Coulee Dam, WA 99116



IN REPLY REFER TO:

C3823

May 22, 2006

To: Kathy Fleming
From: Rhonda Long, Concessions Management Specialist *RAL*
Subject: Operating and Maintenance Plans for CC-LARO001-92

Enclosed are copies of the operating and maintenance plans for CC-LARO001-92 for your records. During the Sale and Transfer of the concession contract at Seven Bays Marina, the park took the opportunity to update the operating and maintenance plans.

Please contact me if you have any questions at (509) 633-9441 ext. 140.

Enclosures:
Operating Plan
Maintenance Plan

OPERATING PLAN

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1) INTRODUCTION

This Operating Plan between Dakota Columbia Rentals, LLC (hereinafter referred to as the "Concessioner") and the National Park Service located at Lake Roosevelt National Recreation Area (hereinafter referred to as the "Service" and the "Area" respectively) will serve as a supplement to Concession Contract LARO001-92 (hereinafter referred to as the "Contract"). It describes specific operating responsibilities of the Concessioner and the Area with regard to those lands and facilities within Lake Roosevelt National Recreation Area which are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed at least annually by the Superintendent of Lake Roosevelt National Recreation Area in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

Any revisions will be consistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract. This plan will remain in effect until superseded or amended.

2) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 CFR 51, the following definitions apply to this Operating Plan.

- (1) **Affirmative Acquisition.** Donating, buying, or purchasing preference of a product over a similar product because of certain characteristics or properties.
- (2) **Environmental Purchasing.** The affirmative acquisition of environmentally preferable products.
- (3) **Environmentally Preferable.** Products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.
- (4) **Hazardous Chemical.** Any chemical which is a physical or health hazard, as regulated by the US Occupational safety and Health Administration in 29 CFR 1910.1200.
- (5) **Hazardous Material.** A substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as regulated by the US Department of Transportation in 49 CFR 171.
- (6) **Hazardous Substance.** Any hazardous waste, hazardous chemical or hazardous material.
- (7) **Hazardous Waste.** The definition of hazardous waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- (8) **Incidental.** A spill or release of a hazardous substance that does not pose a significant safety or health hazard to employees in the immediate vicinity or to the employee cleaning it up, nor does it have the potential to become an emergency within a short time frame. Incidental releases are limited in quantity, exposure potential, or toxicity and present minor safety or health hazards to employees in the immediate work area or those assigned to clean them up.

An incidental spill may be safely cleaned up by employees who are familiar with the hazards of the chemicals with which they are working.

- (9) **Non-incidenta**l. A spill or release that is not an incidental spill or release.
- (10) **Pollution Prevention**. "Source reduction," as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutant through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.
- (11) **Post-consumer Material**. Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- (12) **Recycling**. The act of producing new products or materials from previously used and collected materials.
- (13) **Universal Waste**. The definition of universal waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- (14) **Waste Prevention**. Any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

3) RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Area, the Concessioner will designate an on-site general manager who:

- (1) Has the authority and the managerial experience for operating the authorized Concession facilities and services within the Area,
- (2) Will employ a staff with the expertise and training to operate all services authorized under this draft Contract,
- (3) Has full authority to act as a liaison in all Concession administrative and operational matters within the Area, and,
- (4) Has the responsibility for implementing the policies and directives of the National Park Service.

B) Service

The Superintendent of Lake Roosevelt National Recreation Area is the Area manager with responsibility for all Area operations, including Concessions. The Superintendent carries out the policies and directives of the Service, including Concession program management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to Lake Roosevelt National Recreation Area. This includes:

- (1) Evaluation of Concessioner services and facilities,
- (2) Review and approval of rates charged for all commercial services, and
- (3) Review and approval of construction and all improvements to facilities.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operation

- (1) The Concessioner will submit to the Superintendent, for approval, their proposed minimum opening and closing days and hours of operation for the marina, restaurant, market and gift shop, and other support facilities located within the Area by **January 15** of each year. Once approved the hours of operation will be included in the Area's newspaper.
- (2) *Marina and Support Facilities.* The marina and support facilities will be open, at a minimum, from mid-May through mid-October, seven (7) days a week.
- (3) *Marina Fueling Facility.* The marina's fueling facility will be open on a seasonal basis, with the option of year-round service.
- (4) *Restaurant.* The restaurant will operate seven (7) days a week from mid-May through Labor Day. The minimum hours of operation will be 11 a.m. through 8 p.m. Monday through Friday and 8 a.m. through 8 p.m. on weekends. During the first year of operation the restaurant will open before June 15.
- (5) *Market and Gift Shop.* The market and gift shop will operate seven (7) days a week from mid-May through mid-October. The minimum hours of operation will be 9 a.m. through 8 p.m.

B) Facility Opening/Closing

- (1) *Opening.* All marina lines, dependent upon water levels and weather, need to be cleared and in operating condition by **April 1**.
- (2) *Closing.* All marina lines including fuel, water, and sewer, dependent on water level and weather, need to be cleared by **November 1**.

C) Rate Determination and Approval Process

- (1) *Rate Determination.* It is the objective of the Area to ensure that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. Reasonableness of rates will be judged based upon current Concession Management Guidelines. Rate approval methods are subject to change.
- (2) *Rates.*
 - (a) Rental rates. All rental rates will be available at the marina market and gift shop.
 - (b) Merchandise rates. The Service will base its approval of rates for merchandise within the gift shop on the Competitive Market Declaration. Merchandise items must each be clearly marked with a price.
 - (c) Food and Beverage rates. The Concessioner will develop its rates for food and beverage service in accordance with the current Service Core Menu Guidelines. Before using the rates, the Concessioner must submit them for the Superintendent's consideration and approval. After the Superintendent approves the rates for the initial core menu, the Superintendent will review those core menu items regularly on the menu on a comparability analysis.
- (3) *Rate Approval Process.*
 - (a) The Concessioner will provide visitor services at rates approved by the Superintendent. The Concessioner will submit written rate requests no later than **November 1** of each

year for the next operating season. The Superintendent will approve, disapprove or adjust rates and will inform the Concessioner within **45 days** of the rate request submittal. Should special conditions require a quicker than normal response, the Concessioner will clearly explain these conditions in writing. The information to be included in the request is outlined in current Service guidelines. New rates will not be implemented until the Superintendent provides written approval.

- (b) Such requests will include pertinent information about the rate and product or service proposed. This includes but is not limited to: brand names, portions, length of service, amenities provided, etc. For food service requests, this will include information of which items will be regularly on the menu and which will be special or limited runs.
- (4) *Rate Compliance.* The Superintendent or his/her designated Area representative will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operational evaluations and throughout the year. Approved rates will remain in effect until superseded by written changes approved by the Superintendent. The Concessioner will prominently post all rates for goods and services provided to the visiting public.
- (5) *Reduced Rates for Government Employees.* Goods and services may not be provided to government employees or their families without charge or at reduced rates that are not available to the general public.
- (6) *Discounted Items.* If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), item or service will be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in an unavoidable situations.

D) Evaluations

The Concessioner will ensure protection of resources, compliance with public health, environmental and safety requirements, and provide satisfactory services for Area visitors within the assigned areas of responsibility. The operation of facilities and services required by this Contract will conform to the evaluation standards set forth in the National Park Service Concession Management Guidelines and with this Operating Plan.

The Area and/or its representatives and the Concessioner will separately evaluate and monitor Concession facilities and services with respect to Service policy, applicable standards, authorized rates, safety, public health, environmental management including Best Management Practices, impacts on cultural and natural resources, identified maintenance and operating deficiencies, and visitor satisfaction, concerns, and reactions.

The Concessioner will meet with Area officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections. The Concessioner will be responsible for correction of deficiencies and abatement plans within dates assigned by the Area.

The U.S. Public Health Service has jurisdiction over public health matters within the NPS. A USPHS inspector will conduct annual inspections of Concessioner food service, water, and waste-water systems. The Concessioner and Service staff will accompany the inspector allowing them access to the facilities.

- (1) *Operational Inspections.* The Service will conduct unannounced periodic evaluations of Concession facilities and services to ensure conformance to operational standards. The on site manager will be contacted at the time of evaluations so that a representative of the

Concessioner may accompany the evaluator. A minimum of two evaluations will be conducted annually. The Service representative may conduct a pre-season inspection in addition to the periodic inspections. The pre-season inspection would take place prior to the peak season of operation. At the time of this inspection, the Area representative will explain to the Concessioner the specific items to be evaluated during the periodic inspections, such as determining Concessioner maintenance work needed and to approve and accept completed maintenance work.

(2) *Interpretive Evaluation Program.* The Service will periodically evaluate interpretive visitor services to determine the appropriateness, accuracy, and adherence to Area interpretive themes.

(3) *Health and Safety Inspections*

(a) Concessioner Safety Inspections. The Concessioner's Safety Manager will perform periodic interior and exterior safety inspections of all Concession facilities in accordance with its documented Risk Management Plan.

(b) Service Safety Inspections. A Service Safety Officer will annually review the Concessioner's Risk Management Program. Periodic facility inspections will also be conducted.

(c) Public Health Inspections. A US Public Health Service Sanitarian will conduct unannounced periodic inspections of the Concessioner's food and beverage operations.

- Food and Beverage Operations. The Concessioner will develop and follow a Hazard Analysis Critical Control Point ("HACCP") Plan, consistent with the current Food Code published by the US Public Health Service, which will be available from the Area upon request. The Area may help develop and update the program as necessary.

(4) *Fire and Life Safety Systems Policy and Procedures*

(a) The Service. The Service is the Authority Having Jurisdiction (AHJ) for all structural fire and life safety issues on federal lands administered by the National Park Service.

(b) The Concessioner. The Concessioner will have a qualified structural fire professional licensed by the state or approved by the Service AHJ; perform interior and exterior fire and life safety inspections of all concession buildings within **30 days** of initial occupancy and on an annual basis thereafter. Written records, verifying the completion of such inspections, will be maintained by the Concessioner and provided to the Area's Structural Fire Coordinator or Service AHJ. The Concessioner will contract with qualified professionals to conduct fire extinguisher inspections. The Concessioner will contract with qualified structural fire professionals, licensed by the State or approved by the Area/AHJ, to conduct the periodic inspection, testing, and maintenance of fire and life safety systems and devices, as required by and compliance with applicable National Fire Protection Association Codes and Standards. These systems and devices include but are not limited to:

- Fire Alarm and Notification Systems
- Fire Suppression Systems (i.e. Kitchen Hood Systems)
- Fire Extinguishers
- Emergency Lighting

- Illuminated Exit Signs
- (c) Fire Drills. The Concessioner will conduct routine fire drills of all concession facilities as required by the Risk Management Plan and NPS Reference Manual #58 (Structural Fire Management).
- (5) *Visitor Comments*. In order to elicit responsive visitor comments, the Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing and overall park experience.
- (a) The Concessioner will investigate and respond to all visitor complaints regarding Concessioner services. Visitor comments that allege misconduct by Concession employees, pertain to the safety of visitors or other Area employees, or concern the safety of Area resources will be provided to the Area with a copy of the Concessioner's response immediately upon completion.
 - (b) The Concessioner will forward all comments and/or complaints received on comment cards or any other form of documentation regarding the Area to the Superintendent on a weekly basis.
 - (c) The Service will forward to the Concessioner any comments and/or complaints received regarding Concessioner facilities or services. The Concessioner will investigate and respond to any complaints in a timely manner. The Concessioner will provide a copy of any such responses to the Superintendent, and a copy of any Area responses will be forwarded to the Concessioner.
- (6) *Other Evaluation Criteria*. The Concessioner may also be evaluated in terms of compliance with permit requirements, such as timely submission of annual financial report, timely submission of proof of general liability, automobile, and workers compensation insurance.
- (7) *Best Available Information*. In addition, the Concessioner may also be evaluated based on "best available information" from such sources as visitor comments and observations by Service staff. This type of evaluation will be reported in narrative form and will identify sources of information, providing a summary description of the services offered and citing available information on their quality.
- (8) *Environmental Audit*. The Service has established a Concession Environmental Audit System to facilitate Concessioner compliance with all applicable environmental requirements, implementation of best management practices, promotion of sound environmental practices, and awareness and accountability for environmental management. The scope of the audit includes applicable federal, state and local laws and regulations, applicable Department of the Interior and Service policies and regulations, and other criteria as contained within the current Service Environmental Audit Program Operating Guide and the Concession Environmental Audit System ("CEAS") Guide. The Service may conduct periodic environmental audits and evaluations.

E) General Policies

- (1) *Facilities Use*. Concession facilities may not be used for activities or services that do not directly and exclusively support contractual services authorized by the Contract without written permission from the Area.
 - (a) Quiet Hours. Quiet hours will be enforced between the hours of 10:00 p.m. and 6:00 a.m. in all Concessioner assigned overnight facilities.
 - (b) Smoking Policy. Concession facilities must comply with current Service and Superintendent guidelines.

- (c) ATM. The Concessioner may provide ATMs. The locations of the machines and the rates charged are subject to the approval of the Superintendent.
- (2) ADA Compliance. The Concessioner, in cooperation with the Service and within a reasonable time period, will ensure that all facilities provided are in accordance with, and meet, accessibility and hospitality guidelines and standards.
- (3) Facility Reservations. The Concessioner will utilize a central computerized reservation system for all Area services. Reservations will be accepted on a 366-day forward rolling basis. The following requirements are applicable to all land uses which require reservations, including boat rental and marina slips.
- (a) Staff. The Concessioner will adequately staff the Reservations Office on a year-round basis and will increase staff, if necessary, to meet the need during peak periods.
- (b) Reservations Services. Reservations services will be available at a minimum via the telephone, mail, and fax.
- (c) Deposits/Refunds. The deposit requirement and refund policy is part of the rate approval process. The policy will be included in all accommodation brochures and advertisements.
- A deposit, of not more than one day's rate, may be required to hold a reservation and may be paid by cash, check, money order, or major credit cards.
 - Refunds will be processed within two weeks of cancellation.
- (d) Cancellations. If cancellations are made within the following specified time frames, the deposit will be refunded in full. If the cancellation is made in less than the specified time frame, the deposit will be forfeited. Advance time frames by service will be:
- Houseboat Rental *To be determined in rate approval process*
 - Small Boat Rental *To be determined in rate approval process*
 - Slip Rental *To be determined in rate approval process*
- (e) Confirmed Rates. Rates confirmed by the Concessioner, as identified in the reservation confirmation, will be honored during the entire time of stay.
- (4) Lost and Found. The Concessioner will establish and provide an effective program for handling lost and found or unattended property in facilities and upon lands assigned to the Concessioner. Procedures for handling of lost and found property will conform to DO #44, Personal Property Management, which can be found at <http://www.nps.gov/refdesk/DOrders/DOrder44.html>, and the revised Personal Property Management Handbook No. 44.
- (a) Area Involvement. Items are to be turned over to Concession personnel responsible for administering the lost and found program and tagged with a lost and found report (Form 10-166) to identify the item, date, location, and name of finder. Items of value will be reported to the Area staff as soon as possible and assigned a reference control number. All items will be delivered to the nearest ranger station within 72 hours or not less than two times per week.
- (b) Returning of Property. Owners claiming property may sign to receive property on location after proper identification of the item and owner has been established. No property will be released without the claimant's name, address, and signature on Form 10-166. The Concessioner will forward this form to the Area. The Area will send articles

by registered and certified mail when necessary. All claimed items will be sent postage due.

- (c) Length of Time Held. The Area will hold all found property for **60 days**. The finder may claim unclaimed property after **60 days**. Individuals other than the owner or the finder may not claim the property.
- (5) Credit Cards. Government-issued credit cards will be honored and at a minimum, American Express, MasterCard, Visa, and Discover will be honored.
- (6) Telephone Services.
- (a) Public Pay Phones. The Concessioner will not remove or supplement public pay phones within the assigned areas without the Superintendent's written approval. Public phones will be checked to ensure that they are in working order. Out-of-Order phones must have a professional computer-generated sign on them directing the visitors to the nearest working unit.
- (b) Telephone Charges. The Concessioner will provide public access to long distance services in accordance with "The Telephone Operator Consumer Service Act." The rate charged to guests for local calls should not exceed the current local pay phone charges. The rate charged to guests for long distance calls should not exceed 15 percent above the cost to the Concessioner providing the service.
- (7) Vending
- (a) Vending Sources. Vending machines will be conveniently located, and of a design and color which complements the aesthetics of the building and surroundings. The Area will approve all locations.
- (b) Standards. All machines will be clean, properly stocked, and in good working condition.
- Signing on the machine may relate to the Area's interpretive themes or will be generic in nature.
 - Beverage container deposit/recycling information should be posted on applicable vending machines.
 - Brand information will only be visible when at the machine.
 - The machines will be adequately illuminated, but will not contribute to night light pollution.
 - Vending machines in the campground will not be illuminated at night.
- (c) Out of Service. Any vending machines that are temporarily out of order will have professional computer-generated signs posted with appropriate information that will direct patrons to the closest available unit.
- (d) Cigarettes. Cigarette vending machines will not be located anywhere within Lake Roosevelt National Recreation Area.
- (8) Vehicles and Vessels
- (a) Licensing, Insurance, Maintenance and Registration. All vehicular equipment and vessels used by the Concessioner, including all rental boats, as well as the vehicles and vessels belonging to Concessioner's employees, will be properly registered, licensed, insured, and maintained in accordance with federal and state law and regulations.

- (b) Parking. The Concessioner will ensure that Area-approved designated areas are used to park and store boats, vehicles and equipment in a safe organized manner.
 - (c) Identification. Concessioner service boats and ground transportation will be discreetly identified with the Company name and logo. All lettering should be no larger than three and one half inches in height.
- (9) *Interactions with Wildlife*
- (a) The feeding of wildlife within a National Park Service area is not permitted. The Concessioner will not encourage the feeding of wildlife at the marina or at any other facility within its land assignment by displaying food, such as popcorn and bread, in such a manner that may imply approval of the feeding of wildlife.
- (10) *Interpretation*. The Concessioner will provide appropriate educational and informational messages to Area visitors in a variety of formats. The Area staff is available to advise and assist the Concessioner in the development of interpretive material.

F) Human Resources Management

- (1) *Employee Identification and Appearance*. The Concessioner will ensure that all employees in direct contact with the general public will also wear uniforms or standardized clothing with a personal nametag. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly and helpful attitude.
- (2) *Check-in and check-out procedures*. The Concessioner will implement and utilize a standardized daily check-in and check-out system for every employee.
- (3) *Employee Hiring Procedures*.
 - (a) General Manager. The Concessioner must employ an on-site General Manager who is responsible for the successful implementation of the terms required by the Contract. The on-site General Manager will have full authority to act as an Area liaison in all Concession administrative and operational matters.
 - (b) Staffing Requirements. The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the year. The Concessioner will attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner will inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
 - (c) Drug-free Environment. The Concessioner will maintain, to the greatest extent possible, a workplace free of illegal drug-use. The Concessioner will conduct educational program(s) for its employees to deter substance and alcohol abuse. The Concessioner will ensure that those employees who are in safety sensitive positions, such as equipment operators, security personnel, passenger-carrying transportation or shuttle vehicles, launch and retrieval vehicles, divers and underwater maintenance crews, may be required to participate in random drug testing. Should any illegal drug use occur, it must be promptly reported by the Concessioner to the local Area ranger.
 - (d) Background Checks. The Concessioner will establish hiring policies that will include appropriate background reviews of applicants for employment. The Concessioner will not hire, or retain, any person known to have an outstanding warrant for arrest.

- (e) Driver Requirements. Drivers of delivery trucks or passenger carrying vehicles and vessels will have a valid State operator's license for the size and class of vehicle or vessel being driven or operated.
 - (f) Affirmative Action. The Concessioner will have an affirmative action plan as required by law and will post the plan in offices and work areas.
 - (g) Area Employees. The Concessioner will not hire a spouse or dependent child of an Area employee without prior notification and written approval of the Superintendent.
- (4) *Employee Training*.
- (a) Training Program Outline. The Concessioner will provide to the Area, annually, by **February 1**, an outline of its program for employee training.
 - (b) Orientation. The Concessioner will provide mandatory employee orientation and training and will inform employees of Area regulations and requirements that affect their employment and activities while working and residing in Lake Roosevelt National Recreation Area.
 - The Area may provide orientation training to managers, emphasizing the operational review program, on an as-needed basis.
 - As part of orientation, the Area will be given adequate time to review Concessions regulations and Area policy with employees and managers.
 - (c) Job Training. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public.
 - (d) Sanitation Training. The Concessioner will provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the U. S. Public Health Service Food Code.
 - (e) Interpretive Training. The Concessioner will provide interpretive skills training for all employees who provide interpretive, informational and safety orientation information and/or services. The Concessioner will work closely with the Area staff to improve the methods of preparing and presenting effective interpretive information. Training will be coordinated with the Area staff on location. The Area staff will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship to Area interpretive themes.
 - (f) Employee Handbook. The Concessioner will provide all employees with a copy of the Concessioner's employee handbook, which will specifically identify the policies and regulations of the Concessioner and the Area. Any employee handbooks will be provided to the Area for a 30-day review prior to distribution to employees. An updated copy is to be forwarded to the Area annually by **February 1**.

5) UTILITY RESPONSIBILITY

A) Concessioner

- (1) The Concessioner is responsible for contracting independent suppliers to provide utility services not provided by the Area. The Concessioner is responsible for the direct payment to these suppliers.

- (2) The Concessioner is liable for prompt payments of utility or services such as electricity, fuel, refuse collection, telephone, sewage disposal, and water or any other utility or service, whether made by governmental authority, public, or community service company.

B) Service

- (1) The Area will provide weed spraying services to the Concessioner's assigned facilities. The Area will charge for these services on a monthly basis in accordance with current regulations and policies.
- (2) The Area will charge the Concessioner for water and sewer usage, which will be a set rate provided by the Seven Bays Homeowner Association (for water) and CTEC (for sewer).

6) RISK MANAGEMENT

A) Risk Management Program

A Risk Management Program will be maintained by the Concessioner to ensure a safe and risk-free employee and visitor environment. A Risk Management Plan will be developed within 60 days of the effective date of the Contract execution and maintained by the Concessioner to implement an appropriate safety program. This plan will be reviewed and approved annually by the Superintendent, in accordance with Occupational Safety and Health Administration ("OSHA") regulations, National Fire Protection Association ("NFPA") codes, and Service policies and guidelines. Updates to the program are due by **November 30** of the current operating year. The program will include

- (1) Management's Policy Statement, Duties, Employee's Responsibilities, and Administration.
- (2) Inspection and Abatement.
- (3) Accident Investigation and Reporting.
- (4) Safety/Health Committee.
- (5) Training.
- (6) Emergency Procedures.

B) Emergency Response

- (1) *General.* The Concessioner will provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws.
- (2) *Emergency Response Plans.* As a component of its Risk Management Plan, the Concessioner will maintain and implement an Emergency Action Plan and an Emergency Response Plan ("ERP") in accordance with 29 CFR 1910.38 and 1910.120 respectively. The ERP will describe emergency response procedures that the Concessioner will maintain to respond to non-incident spills of hazardous substances stored and handled by the Concessioner "for the purpose of stopping the release" as defined in 29 CFR 1910.120(q)(6)(iii). Hazardous substances to be addressed in the ERP will include but are not limited to gasoline.
- (3) *Training.* First Responder Awareness Level training will be provided to the Concessioner employee's, as necessary and appropriate to implement the Concessioner's ERP. The Concessioner will maintain at least one employee trained at this level or greater. The Concessioner is to notify the Department of Ecology of nonincidental hazardous substance spills and releases at (509) 329-3400.

- (4) *Emergency Response Equipment.* Emergency response equipment will be provided as necessary and appropriate to implement the Concessioner's ERP and will be maintained in good condition.
- (5) *Biological Hazard Emergency Response Planning Training and Equipment.* The Concessioner will maintain separate plans and procedures for responding to spill and leaks of sanitary wastes from Concessioner maintained utilities that present potential biological hazards. These plans will include means to control and stop the spill or leak. Employees involved in such emergency procedures will have Blood-Borne Pathogen and other applicable public health training and will be trained on the Concessioner's emergency response procedures. Equipment will be maintained as necessary to implement the Concessioner's emergency response plan including spill response and personal protective equipment.
- (6) *Vehicle Emergency Response.* The Concessioner must have enough absorbent materials on site to immobilize spills. Vehicles and operators transporting hazardous materials must have applicable DOT certifications and registrations, and operators must be knowledgeable of local emergency response and personal safety protocol.
- (7) *Reporting*
 - (a) The Concessioner will notify the Service immediately when a release of a hazardous or non-hazardous substance or biological product occurs. The Concessioner will comply with all applicable reporting requirements of Applicable Laws. Proper corrective, cleanup, and safety actions must be implemented immediately in accordance with the Concessioner's emergency response plans and procedures and Applicable Laws. Proper safety actions must be implemented immediately in accordance with the Concessioner's emergency response plans and procedures.
 - (b) The Concessioner will submit all Emergency Planning and Community Right-to-Know (EPCRA) reports required under Applicable Laws to the Service in accordance with Section 6d of the Contract.
 - (c) The Concessioner will also submit to the Service, upon request, applicable hazardous materials storage and toxic release information necessary for Service EPCRA reporting.

C) Hazard Communication

The Concessioner will develop, document, and implement a Hazard Communication Program in accordance with OSHA regulations 29 CFR 1910.1200. The Hazard Communication Program will address the written program, container labeling, material safety data sheets, and training.

D) Respiratory Program

The Concessioner will develop, document, and implement a Respiratory Protection Program in accordance with OSHA regulation 29 CFR 1910.134. The Respiratory Protection Program will address voluntary and required respirator use and all respirators, including filtering face pieces (e.g., dust masks).

E) Safety Representative

The Concessioner will designate one employee as the safety representative at the beginning of the Contract and update this information as necessary. This person will have the authority to make decisions with the Area in regards to safety concerns.

7) ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner will prepare, with guidance from the Service, an Environmental Management Program ("EMP") in accordance with the Contract and the plan will be updated annually. Further specifications and requirements are found in other sections of this Operating Plan and the Maintenance Plan, Exhibit H, to this Contract.

8) PROTECTION AND SECURITY

A) Law Enforcement

- (1) *Service Law Enforcement.* The Area will provide visitor protection, and will handle all violations of Federal, State, County or National Park Service regulations or policies. State or County officials may be called to assist in some matters but this will be accomplished through the office of the Chief Ranger or his/her authorized representative.
- (2) *Concessioner Personnel.* Concessioner-employed personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms.

B) Fire Protection

- (1) The rural district volunteer department and the Concessioner will jointly provide fire protection to all facilities, with primary responsibility lying with the rural district volunteer department. Fire prevention and protection will be primary considerations at all facilities.
- (2) All facilities will conform to the applicable National Fire Protection Association (NFPA) Codes unless specific variance is granted by the Area. A fire extinguisher suitable for use on all classes of fires in compliance with NFPA standards must be located in each building. The Concessioner shall train and equip personnel for evacuation of employees and stock. The Concessioner shall ensure that fire detection and fire suppression equipment (including all fire extinguishers) is maintained in good operating condition at all times. It is also the Concessioner's responsibility to report structural fires immediately.
- (3) Structural fire suppression is the primary responsibility of the rural district volunteer department. The primary focus shall be on the effective prevention of fires and the evacuation of persons from the premises.

C) Emergency Medical Care

- (1) *Service Response.* The Service and County are responsible for emergency medical services.
- (2) *Training.* The Concessioner's employees will attend, at a minimum, First Aid and CPR training from the American Red Cross, American Heart Association, or equivalent to ensure they have the proper certifications which are a required part of this Contract.
- (3) *Emergency Reporting Procedures.* The Concessioner and their employees will be trained in proper emergency reporting procedures and will be instructed to provide essential information, e.g. a call back number at their location. Area will dispatch rangers and emergency personnel as needed. Any injury sustained by a visitor or employee in a concession facility and all medical emergencies shall be immediately reported to the Area. The Area will investigate all visitor and employee accidents which require medical attention.
 - Life-threatening emergencies: 911
 - Non-emergencies: (509) 725-2715

- (4) Points of Contact. In the event of a non-emergency situation the District Ranger at Fort Spokane can be contacted at (509) 725-2715.

9) PUBLIC RELATIONS

A) Required Notices

The following notices will be prominently posted at all Concessioner cash registers and payment areas:

- (1) This service is operated by Dakota Columbia Rentals, LLC, a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service.

Please address comments to: Superintendent
Lake Roosevelt National Recreation Area
1008 Crest Drive
Coulee Dam, Washington 99116-1259

- (2) This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both.

B) Public Statements

All media inquiries concerning operations within the Area, question about the Area, or concerning any incidents occurring within the Area will be referred to the Superintendent.

C) Advertisements and Promotional Material

(1) *Promotional Material*

- (a) Approval. The Area must approve all new promotional material prior to publication, distribution, broadcast, etc. The Concessioner will contact the Area well in advance to establish specific time frames for each project review. The Area may require unapproved promotional material removed from circulation.
- (b) Changes. All promotional media (including websites) changes and layout should be submitted to the Superintendent for review at least **30 days prior to projected need/printing dates**. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 15 days. Longer periods may be required for major projects or where Area staff assistance is required to help develop the product. The Concessioner should contact the Area well in advance to establish specific time frames for each project.
- (c) Area Publications. The Area's newspaper includes information on Concessioner-operated facilities within the Area. The Concessioner is required to submit, for approval, a proposed minimum operating schedule to the Service.
- (d) All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper and/or tree-free products and double-sided. The use of soy-based inks is also recommended.

(2) *Statements*

Advertisements must include a statement that the Concessioner is authorized by the NPS and the Department of the Interior, to serve the public in Lake Roosevelt National Recreation Area.

10) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

All services are to be provided in a consistent, quality manner. Standards provided by the Service guidelines are considered service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner will be responsible for monitoring and evaluating their operations to assure that quality standards are met.

A) Marina Services

(1) *General*

- (a) Access. Wet boat storage slip renters will have 24-hour access.
- (b) Maximum Boat Size. All boats in the fleet and all private boats in the marina will not exceed 62 feet in total length and/or 22 feet total beam, in accordance with the Superintendent's Orders. Total length and beam include all temporary and permanent appurtenances.
- (c) Marina Policies. The Concessioner will provide the marina operating rules and policies to the Superintendent for review and approval within **120 days** from the effective date of Contract execution and when subsequent changes are made.
 - i) The Concessioner will post marina-operating rules at prominent locations around the marina and provide copies to all boat slip renters.
- (d) Clean Marina Program
 - i) The Concessioner, with assistance from the Park, will develop a Clean Marina Program that incorporates BMPs and is consistent with existing state programs, Service guidance and/or other sources.
 - ii) The Concessioner will participate in a Service Clean Marina Program when and if it is established.
 - iii) The Concessioner is required to implement the BMP's in a Service Clean Marina Program, unless a written justification is provided to the Superintendent that addresses why a specific BMP is not applicable and/or feasible to the marina services and facilities within the land assignment.
- (e) Boat Slip Rental Agreements. Boat slip rental agreements will be submitted to the Superintendent **30 days prior to implementation** for review and approval in writing and upon subsequent revisions. Boat slip rental agreement records will be made available to the Area for review.
 - i) Each occupied slip will have a current boat slip rental agreement in place with the appropriate renter's signature. The boat slip rental agreement will be properly documented with current ownership and registration information.
 - ii) The Concessioner is required to include as a written condition in the boat slip rental agreements that all boat slip renters abide by all Applicable Laws and to provide a place for the visitor to initial this condition.
 - iii) The Concessioner is required to include as a written condition in the boat slip rental agreements that the vessel is for non-commercial, recreational use by the boat owners and will not be used for any type of business, including rental or timeshare. This

does not preclude fractional owners of a vessel from renting a slip at the marina specifying that the vessel may not be used for any commercial purpose. The agreement will provide a place for the visitor to initial this condition.

- iv) The Concessioner is also required to include as a written condition in the boat slip rental agreement that the vessel will not be used as a domicile or residence and provide a place for the visitor to initial this condition, and to provide his/her/their residential/domicile address(es), mailing address(es) and telephone number(s).
- v) The Concessioner is further required, at a minimum, to include as a written condition in the boat slip rental agreements that boat slip renters will observe the following. The Concessioner will provide a place for the visitor to initial this condition.
 - Other than minor boat maintenance, including changing propellers, major and extensive repairs are prohibited at the boat storage slips.
 - Boat storage renters will relocate their boats to a boat repair and maintenance facility intended to service major and extensive repairs.
- vi) The Concessioner is required to include the definition of BMPs in the agreement, as defined in the Contract, and to state that the use of environmentally preferred products is encouraged. The Concessioner will provide a place for the visitor to initial this condition.

(2) *Rental Vessels*

(a) Rental Fleet

- i) The Concessioner will provide a maximum fleet of twelve (12) houseboats on a seasonal basis at the marina that will accommodate the general range of Area visitors as approved by the Area.
- ii) The Concessioner is authorized to rent additional watercraft such as pontoon boats, ski boats, fishing boats, canoes, and kayaks.
- iii) The Concessioner will provide adequate dock space and facilities, including a sewage pump out station, to clean and inspect the rental fleet prior to each rental.

(b) Instruction. All rental vessel customers will be given hands-on instructions in the operation of the vessel and proper use of all equipment, Area regulations and policies including but not limited to water quality and other key environmental management issues, weather, and emergency information. All material related to the operation of the vessel, water safety, navigation maps, and Service regulations will be available on all houseboats. The Concessioner will secure and maintain a record of the visitor's written affirmation of receiving such operating instructions in their files.

- i) Each visitor who has not previously rented or who has not rented a boat for more than one year from the Concessioner will be, regardless of experience, required to participate in one-on-one safety/operating training provided by the Concessioner.
- ii) All instructional material will be submitted for review and approval in writing prior to use.

(c) Blackwater/Greywater. All rental vessels will comply with Applicable Laws with regard to the discharge of blackwater (sewage) and greywater within the Area. All rental vessels utilized overnight will be equipped with portable toilets or will be accompanied by another vessel equipped with an operable marine sanitation device.

(d) Marine Sanitation Devices ("MSDs")

- i) The use of portable toilets to improve sanitation along shorelines and ensure water quality is required. All rental boats, except personal watercraft, will be required to have an onboard toilet or portable toilet if rented overnight. Rental boats which do not include an onboard toilet or portable toilet may not be rented overnight unless they are rented in conjunction with a rental boat with an onboard toilet or portable toilet. The Concessioner is required to sell MSDs upon the effective date of Contract execution and is authorized to rent them.
 - ii) If the Concessioner rents MSDs, the Concessioner will establish Area-approved procedures for return of rentals. Portable toilets must be emptied at approved sanitary pumping facilities prior to return. Restrooms and dumpsters are not acceptable facilities for emptying portable toilets. The Concessioner will designate an area for the return of emptied portable toilets. The designated area and the required cleaning and sanitizing will conform to all Applicable Laws and regulations for waste management.
 - iii) Marine Sanitation Devices (MSDs) installed on Concessioner vessels will be Type III (U.S. Coast Guard certified to no-discharge standard).
 - iv) The Concessioner is required to conduct physical inspections of all boats prior to completion of new slip rental agreements to ensure that any capability to pump sewage (blackwater) overboard is rendered inoperable or sealed. The Concessioner will take appropriate measures to ensure that 36 CFR § 7.48 (d), or current regulations regarding water sanitation, is followed.
 - v) Before slip rental agreement renewals are allowed, the Concessioner will ensure that an annual through-hull inspection program is implemented.
 - The Concessioner will conduct, at a minimum, annual through-hull fitting inspections of all boats at a central location within the marina other than the renter's slip rental space.
 - The Concessioner will document that a boat has been inspected and does not allow the discharge of blackwater into the waters of Lake Roosevelt National Recreation Area. The Concessioner will make such records available for Area review.
 - The Concessioner will be allowed to recover costs for implementing and maintaining this annual inspection program. The cost recovery is part of the rate approval process.
 - vi) The Area may provide inspection training. The Concessioner will have designated staff attend training as provided.
- (e) Safety
- i) All rental vessels will be equipped with the minimum federal required equipment described in the U.S. Coast Guard's Vessel Safety Check Program, which can be found at http://www.uscgboating.org/safety/fed_reqs/intro.htm.
 - ii) All rental vessels will follow the navigational light requirements set forth in the U.S. Coast Guard Navigation Rules, International-Inland.
- (f) Houseboat Standards
- i) Due to the limited number of houseboats available at Seven Bays all houseboats are between 57' and 60', with an additional 2' swim step.

- ii) All houseboats must have carbon monoxide detectors installed. The Concessioner will install appropriate and current carbon monoxide safety information on all houseboats. Handouts containing carbon monoxide safety information will be made available to all visitors. Sleeping capacities can not exceed U.S. Coast Guard regulations.
- iii) All houseboats will have the following minimum amenities:
 - A fully equipped kitchen, including dishes, flatware, glassware, pots and pans, dish towels, dish drainer, biodegradable hand and dish soap (bulk dispensers preferred), dinette seating;
 - Appliances, including a three- or four-burner gas stove and oven, two gas/electric refrigerators or one electric refrigerator, and dishwasher;
 - Electronics, including a TV/VCR, CD/stereo, and marine band radio;
 - One and one-half baths with shower stall, including paper products and biodegradable soap (bulk dispensers preferred); and,
 - Other: air conditioning, gas barbecue grill, four deck chairs, large ice chest, and a sun deck canopy top.
- iv) Each houseboat will be thoroughly cleaned between rentals. The houseboats will be inspected to ensure that the proper equipment and amenities are available for the next rental. All missing and/or defective equipment and amenities must be replaced before the next rental.
- v) The Concessioner is permitted to clean the rental fleet, service the MSDs, and change propellers at the docks as required. All rental boats requiring major repairs and/or scheduled for annual maintenance will be removed from the rental slip and repaired at a boat repair and maintenance facility incorporating BMPs.
- vi) The Concessioner may permit early boarding of houseboats the night before departure. If permitted, shore power must be used to power the houseboat's equipment. Houseboat generators will not be operated between the hours of 10:00 p.m. and 6:00 a.m. Early boarding rates are part of the rate approval process.

(3) *Boat Storage*

(a) General

- i) Obligation. Wet boat storage slips will be provided seasonally, seven days per week.
- ii) Boat Storage Agreement Length. Wet storage space will be rented on a month-to-month basis.
- iii) Identification. A boat storage identification number will identify all slips. This number will be easily legible from the entrance to the slip.
- iv) Security. The Concessioner will make a documented, physical check of all boats in wet storage at least once per week and will take action necessary to safeguard stored boats. As part of the weekly physical check, the Concessioner will verify that the registered vessel is the only vessel occupying that slip space. Access will be limited to boat owners, their guests, and marina and Area employees on official business.
- v) Prohibited Activities

- The use of any boat as any type of rental and/or timeshare is prohibited; this does not preclude fractional owners of a vessel from renting a slip at the marina specifying that the vessel may not be used for any commercial purpose.
 - Wet slips will not be acquired or held by boat dealers for the purpose of the sale of boats. “For Sale” signs are not permitted and may not be displayed inside the window or on the boat.
 - Subletting of slip spaces is prohibited.
 - Only one boat or houseboat will be registered to each slip. PWCs can be registered in addition to the primary boat or houseboat.
 - Wet slips may not be sold by the slip renter. The sale of a boat will not encumber the slip and will not include the value of the slip. Wet slips may only be transferred upon the sale of the boat if, in the judgment of the marina management, no violations of regulation or policy occurred upon the sale of the boat.
 - The Concessioner will inform slip renters in writing and as part of the storage agreement of prohibited maintenance activities, procedures for allowable minor boat maintenance and other environmental management requirements.
- vi) Vacant wet boat storage slips are to be filled from waiting lists on a first-come, first served basis. The Concessioner will manage and maintain an accurate and current waiting list consistent with the categories of wet.
- vii) The Concessioner will initially conduct a physical inspection of each vessel entered under a boat storage agreement, and annually thereafter, for compliance with all Applicable Laws. The inspection records will be made available for review by the Service.

(b) Wet Boat Storage

- i) Prohibited Activities. The Concessioner will inform the slip renters in writing, as part of the storage agreement, that living aboard is not permitted. The Concessioner will take the necessary steps to terminate slip rental agreements for those found in violation.
- ii) Slip Size Percentages. In order to provide a range of slip sizes for the Area visitor, there is a percentage established for the number of wet boat storage slips by boat length. Wet boat storage rehabilitation and/or construction proposals will comply with the percentages established. The Area will evaluate the existing percentages not less than every three years during the term of the Contract to determine if the percentage of slips in each category is consistent with the established percentages.

Boat Length	Percentage
Less than 30 feet	Not less than 15 percent of the total number of slips, not to exceed the authorized capacity
Greater than 30 feet, but less than 55 feet	Not more than 50 percent of the total number of slips, not to exceed the authorized capacity
Greater than 55 feet, but not more than 62 feet in total length	Not more than 35 percent of the total number of slips, not to exceed the authorized capacity

- iii) Docks I and K will be equipped with shore power of 30 amperes and shared water faucets equipped with backflow prevention equipment. The Concessioner will insure that power connections from the shore power to the vessel are approved for that use by NFPA guidelines.
- iv) Boat owners are responsible for securing their boats to the slip and must provide the proper size and number of mooring lines. The Concessioner is responsible for the condition of each slip, including but not limited to, all structure, cable lines, cleats, connecting eyes and other appurtenances. The Concessioner will ensure that the lines and equipment used to secure the boat to the slip are not physically damaging the slip. Inadequate or faulty securing equipment may be replaced by the Concessioner at the boat owner's expense when necessary to adequately secure the boat.
- v) Marina amenities, including dock boxes and dock carts, will be well maintained and in good operating order. One dock box will be made available upon request for every wet boat storage slip. Dock carts will be of a sufficient number that can reasonably accommodate slip renters at any given time.
- vi) Installed customer operated hoists are permitted, but must have the prior written approval of the Concessioner, and will not compromise the integrity of the fingers or docks, permit boats to extend over the docks, or compromise the fairway.
- vii) Boat attachments, such as bow pulpits, will not extend more than six inches over a walkway or dock to mitigate safety hazards.
- viii) Safety Standards
 - Fire Suppression standards will be in accordance with the NFPA 303.
 - A minimum of one designated emergency response boat that is available to respond to emergencies will be kept at a secure and easily accessible location in a response ready state on a 24-hour, seven days per week schedule.
 - The Concessioner will maintain at least one emergency response boat that meets the following minimum requirements:
 - One high pressure/high volume pump capable of pumping 75 gallons per minute and pumping to 135 pounds per square inch
 - One 2½ inch discharges off of the pump; one reducer to 1½ inch, one gated Y - 2½ inch to 1½ inch, and suitable spanner wrenches
 - One preconnected 100 ft length of 1½ inch or 1¾ inch of hose with gated 1 ½ inch nozzles
 - Two 100 ft lengths of 1½ inch or 1¾ inch house and one 1½ inch gated nozzle
 - Fire fighting tools, including three (3) mooring line cutters, pick head axe, 6 foot pike pole, 6 foot rubbish hook, grappling hook, hose wrenches, chain and rope
 - The Concessioner will provide the use of not more than a total of three wet boat storage slips at no cost to the Area and other government agencies for the storage of emergency response boats. The slips will be provided at a readily available, accessible location, 24-hours a day.

(4) *Emergency Response Vessels*

- (a) Chase Boats. The Concessioner will provide chase boats for all rental boats within its rental fleet. Chase boat service will be made available for privately owned boats upon request from private boat owners and/or the Area. Chase boats and staff will be available on a seasonal basis and be of a sufficient number to handle all levels of demand.
- i) The Concessioner will establish response procedures, including trained personnel available commensurate to the response, obtaining location and identification of the visitor and establishing the nature of the problem.
 - ii) Dispatching. Requests for chase boat services will be received on a seasonal, 24-hour basis. Chase boats will be dispatched during daylight hours upon request, except in severe weather conditions, at which time the Concessioner will immediately contact the Lincoln County Sheriff's Office.
 - iii) Chase boats will be underway within a reasonable time of receiving a request, in accordance with approved procedures. The vessel needing assistance will be advised, as communication is available, of an approximate time of arrival that is within 30 minutes of the chase boat's anticipated arrival.
 - iv) The number of vessels available at all times with the capability for response to a chase may vary. However, the minimum level of acceptable response for assistance will be a mechanic and chase boat (with or without towing capability), regardless of the number of vessels in use providing this service.
- (b) Tow Boats. In the event that the Concessioner agrees to provide these services as part of the executed Contract, the following are applicable to the Concessioner.
- i) A sufficient number of boats with towing capability will be available on a seasonal basis to meet the anticipated demand, depending upon factors including season and holiday periods. The minimum requirements for a towboat are 90 hp and a response speed of 25 knots.
 - ii) Requests for towboat services will be received on a seasonal, 24-hour basis. Towboats will be dispatched during daylight hours except in severe weather conditions, at which time the Concessioner will immediately contact the Lincoln County Sheriff's Office.
 - iii) The Concessioner will follow U.S. Coast Guard licensing requirements.
 - iv) The Concessioner may secure a credit card number and authorization for a credit card charge.
 - v) Visitors will be notified within 30 minutes of the approximate time of arrival, as communication is available.
- (c) Log. The Concessioner will keep a response log including the date and the time of the call, the location and identification of all vessels, the nature of the call, the action taken, and the name of the person who responded to the call. The log will be made available to the Area upon request.

(5) *Fuel Docks*

- (a) Available Fuels. Unleaded gasoline, outboard motor oil, and other lubricants will be readily available to the boating public.
- (b) Fueling Procedures and Training.
- i) The Concessioner will develop, implement and maintain documented standard operating procedures ("SOPs") for fuel dock operations.

- ii) Only those Concessioner employees trained on fuel dock operations SOPs will be permitted to work on the fuel docks.
 - iii) Fueling will be conducted in accordance with procedures specified in NFPA 30A, Code for Motor Fuel Dispensing Facilities and Repair Garages.
 - iv) The Concessioner will ensure that all fuel dock employees properly fuel all private and Concessioner-owned vessels. Fuel dock employees will directly oversee the fueling of all vessels and provide appropriate safety and environmental information for visitors wanting to fuel their own vessels.
 - v) Visitors will be discouraged from “topping-off” to prevent overfilling fuel tanks through contacts and appropriate signage.
 - vi) Portable gas tanks less than 12 gallons in volume will be removed from vessels and will be fueled in secondary containment (e.g., plastic tub) provided by the Concessioner.
- (c) Emergency Response and Spill Prevention Control and Countermeasures. All fuel dock employees will be trained in emergency response boat operations and fire suppression. Fuel dock employees will also be trained in spill prevention control and countermeasures (“SPCC”) and emergency response procedures as defined in the Concessioner’s SPCC and Emergency Response Plans in accordance with 40 CFR Part 112 and 29 CFR 1910.120, respectively. The SPCC plan will meet requirements pursuant to the revised regulations promulgated July 17, 2002.
- (d) OSHA emergency response training hazardous spill training is required for Concessioner personnel working at the fuel dock. All fuel dock employees will receive eight hours of training at the First Responder Operation level or greater.
- (e) Emergency Response and Spill Containment Equipment. Fire response equipment will be provided at the fuel dock in accordance with NFPA and other applicable regulations. Spill response equipment will be stored at the fuel dock and will be in good condition, readily available. This equipment will be specified in the Concessioner’s SPCC and Emergency Response Plans and will be adequate to respond to incidental and non-incident fuel and oil spills at the fuel dock for the purpose of stopping the spill. It is recommended that the quantity of absorbent material equal a ratio of approximately three feet of boom to every foot of the largest boat within the marina, including those in boat storage. The Concessioners chase and emergency boats will carry, at a minimum, enough absorbent materials to effectively immobilize the total volume of fluids contained within the rental boats. Equipment provided at the fuel dock will also include required personnel protective equipment for emergency response. Dispersants will not be permitted to clean up spilled fuel or oil.
- (6) *Boat Repair*
- (a) Operations. The Concessioner is authorized to provide boat repair for small boats and follow BMPs for such operations. The Concessioner will provide the necessary equipment and supplies for preventive and routine maintenance for the repair of the rental fleet and privately owned boats including, but not limited to, tune-ups, propeller repair, cable and steering repair, and cooling system maintenance.
- (b) Marina Location. The Concessioner may establish and staff a site on the marina for the purpose of storing and dispatching repair work boats, performing minor repairs, and storing supplies and cleaning materials. Such areas will include secondary containment

for floors or decks either located in floating repair facilities or barges where cleaning supplies may be stored.

- (c) Standards. Qualified boat repair mechanics will perform boat repair work. A qualified mechanic is one who has had schooling in the type of work performed, and who can demonstrate at least two years work history in the type of work performed. Boat repair apprentices may perform work if a qualified mechanic oversees their work.
 - i) A mechanic will be available at a minimum 5 days per week (Monday through Friday) during business hours to make initial assessments of boats while boats are in their slips.
 - ii) When the mechanic is "off-duty" he/she will be available for emergency boat repair on an "on call" basis.
 - (d) Training. Boat repair and maintenance personnel must be trained to respond to and report hazardous substance spills and releases. OSHA hazardous substance response training is required and will be coordinated with the Area.
- (7) *Launch, Retrieval, and Hauling of Boats*. The Concessioner will provide trained staff, adequate vehicles, and other equipment necessary for launching, retrieving, and hauling rental boats within the marina area.
- (8) *Marina Sewage Pump-outs*
- (a) Operations. The Concessioner will provide water-based sanitary pump-out facilities at convenient locations. The pump-outs will be of a sufficient number and type to service seasonally the Concessioner's rental fleet, the boat storage renters, and the boating public at no cost and without unreasonable waiting times. Facilities will also be provided for the emptying of portable toilets or MSDs. All holding tanks and wastewater delivery lines will meet all Applicable Laws.
 - (b) The Concessioner will ensure that fuel dock employees are trained in the proper operation of the pump-outs and assist visitors on the appropriate steps and safety measures to prevent sewage spills.
- (9) *Executive Services*. In the event the Concessioner agrees to provide these services as part of the executed Contract, the service will be part of the rate approval process. The Concessioner may provide the following services to boat storage and boat rental customers only.
- (a) Boat loading and unloading
 - (b) Grocery shopping and stocking
 - (c) General exterior and interior cleaning
 - (d) Boat launch preparation and retrieval, including fueling and pump-out

B) Food and Beverage Service

(1) *General*

- (a) Menus. All menus will maintain a price range that accommodates the general range of Area visitors. The Concessioner will offer a range of food that provides for a wide variety of visitors, including vegetarian entrees, "heart healthy" entrees, light eater's entrees, and children's menus. Fast foods and snacks will be provided at the store. During the first year of operation the Concessioner may be allowed to provide a limited menu.

- (b) Facility Use. The Concessioner will not use the facilities assigned within the Contract to provide any food and beverage service outside the recreation area boundaries.
- (c) Management. The Concessioner will ensure that a Manager and/or other key personnel will be visible in the restaurant during the peak serving hours.
- (d) Food Safety Certification. The Concessioner will have at least one full-time certified food safety manager. The manager will be certified as a ServSafe Food Protection Manager by the National Restaurant Association. The Concessioner is required to train all employees involved in food preparation in compliance with all Applicable Laws.
- (e) Liquor Laws. The Concessioner will have at least one full-time manager that has attended a liquor law training program and is required to train all employees involved in alcoholic beverage service in compliance with all Applicable Laws.
- (f) Product Specifications. The Concessioner will use the following minimum specifications as a guide when purchasing products:
- i) Meat
 - Beef USDA Prime and Choice
 - Pork USDA Number 1
 - Veal USDA Select and Choice
 - Lamb USDA Prime Choice
 - Poultry USDA Grade "A" for all graded fresh or frozen poultry and poultry products as a minimum specification.
 - ii) Seafood
 - If frozen fish is served, it must be a nationally distributed brand and packed under continuous inspection of the US Department of the Agriculture.
 - iii) Dairy
 - Eggs Fresh USDA or State Graded "A"
 - Butter USDA Grade "A" (92) Score
 - Cheese USDA Grade "A" for all graded cheeses
 - Milk and Milk Products USDA Grade "A" Fresh
 - iv) Produce USDA Grade "A"
 - Dry Stores Grade "A" Fancy
 - Canned Goods Grade "A" Fancy

(2) *Seven Bays Restaurant*

- (a) Operations. The restaurant will provide seasonal menu service:
- i) Lunch and Dinner – Monday through Friday
 - ii) Breakfast, Lunch, and Dinner – Saturday/Sunday
- (b) Standards
- i) Service standards include, but are not limited to, the following:

- ii) Waits for tables will not exceed 30 minutes, except during peak guest use when waiting periods will not exceed 45 minutes; and,
- iii) Waiting periods after a food order has been placed will not exceed 30 minutes.

(3) *Alcoholic Beverage Service.*

- (a) Beer and wine may be served at the restaurant (bona fide eating establishment).
- (b) Packaged beer and wine may be sold in the market.
- (c) The sale of liquor in the restaurant will be allowed on a trial basis and may be prohibited upon the Area's determination.

C) Merchandising

(1) *General*

- (a) Guidelines. All retail services will be in accordance with current NPS Concessions Management Guidelines.
- (b) Locations. The sale of souvenirs, handcrafts, and sundry items is limited to those locations necessary and appropriate to serve the demand of the visitor. These sales locations and the extent of merchandise to be offered therein are subject to the approval of the Superintendent.
- (c) Prohibited Items. The Concessioner will not sell any tobacco products or related items, lures that contain lead, or Styrofoam containers.
- (d) Merchandise Plan. The Concessioner will develop and implement a Merchandise Plan that will reflect the aforementioned guidelines and will be incorporated into the operation of all merchandise areas.
 - i) The plan will incorporate environmental purchasing in all aspects of operations, including maintenance, retail, and administration.
 - ii) The plan will integrate pollution prevention, and waste reduction objectives and strategies. The Merchandise Plan will be submitted to the Area not later than 120 days after the effective date of Contract execution.

- (2) *Gifts and Souvenirs.* Gift shops will offer items that have a direct relationship to the Area, its history, or other related natural or cultural topics. This will provide visitors with opportunities to buy memorabilia of their visit; while at the same time obtaining information or educational messages related to the Area's resources. Wherever possible and appropriate, informational tags will be attached to the sales item to show their relationship to Area themes and environmental attributes (e.g., clothing made from organic cotton).

(3) *Boat Accessories and Parts*

- (a) The Concessioner will provide, at a minimum, boating safety equipment (for example: life jackets, throw ring, whistle, horn, bell, fire extinguishers, etc.), with an option of providing additional boating accessories and parts to meet the needs of the boating public within the Area.
- (b) The Concessioner will use and sell environmentally preferable products such as cleaning supplies. The Concessioner will also offer for sale a selection of vessel pollution prevention equipment (e.g., oil/water separators, in-line air-fuel separators for vent lines, absorbent pads and socks, and International Convention for the Prevention of Pollution from Ships (MARPOL) and Clean Water Act discharge warning signs).

- (c) The Concessioner will maintain a control record for the sale and disposal of automobile/marine batteries.
- (4) *Grocery and Sundry Items.* The Concessioner will provide a range, selection, and pricing for grocery and sundry items appropriate for the Area.
- (5) *Sporting Goods and Recreational Equipment.* The Concessioner will carry a selection of sporting goods, recreational equipment, and clothing to meet the needs of visitors who may have forgotten items or need emergency replacements. The intent of this visitor service is to provide an appropriate selection of items, which represent a range of price and quality levels. No Styrofoam products will be used or sold within the Marina/Store operation; all fishing lures will be lead-free.
- (6) *Firewood.* The Concessioner will acquire fully cured firewood from outside the Area for sale in its facilities. The Area encourages the use of lower emission composite fuels when and wherever possible.

D) Land-Based Fuel Island

- (1) *Service.* The fuel island will be a full-serve facility open on a seasonal basis. Vehicle repair, other than minor repair such as battery replacement, adding engine fluids (oil, antifreeze and windshield washer fluid), are prohibited by the Concessioner or visitors.
- (2) *Fuel.* The fuel island will provide, at a minimum, unleaded gasoline. Oil and routine automobile products will be available at the marina store.
- (3) *Fuel Storage Tank Management.* The fuel storage tanks and dispensing systems will be operated in accordance with Applicable Laws, including NFPA 30A.
- (4) *Hazardous, Universal and Miscellaneous Maintenance Waste.* The Concessioner will provide Area-approved adequate collection, storage, and disposal for hazardous, universal and miscellaneous maintenance waste generated by the public.

E) Courtesy Dock, Launch Ramp, and Restroom

The courtesy dock, launch ramp, and launch ramp restroom will be available to Area visitors on a year-round, 24-hour basis.

Approved, effective May 12, 2006

By: Debbie Bird

Debbie Bird, Superintendent

Lake Roosevelt National Recreation Area

**APPENDIX A
MONTHLY UTILIZATION REPORT**

The Concessioner is to provide the following information to the Area every month.

Month: _____ Year: _____

RENTAL SLIPS

Slip Sizes	# of Slips Available	# of Slips Rented	Revenue per Slip

HOUSEBOAT RENTAL

Rental Houseboat Sizes	# of Houseboats Available	# of Houseboats Rented	Revenue per Houseboat	Total Guest Count per Houseboat	Average Length of Rental Period	Market segmentation

Please include a description of 'turn away demand' per day, include type of boat, date and reason (e.g., sold out, specified equipment not available, rate resistance, etc.)

BOAT RENTAL

Rental Boats (type/size)	# of Boats Available	# of Boats Rented	Revenue per Boat	Average Length of Rental Period

Please include a description of 'turn away demand' per day, include type of boat, date and reason (e.g., sold out, specified equipment not available, rate resistance, etc.)

FOOD AND BEVERAGE

	# of Covers Served	Revenue per Check	# of Customers per Check
Breakfast			
Lunch			
Dinner			

MERCHANDISING

Merchandise Category (e.g., Native American handicraft, gifts and souvenirs, grocery, apparel, etc.)	Revenue

Please also include average retail check.

FUEL

Fuel Type	Land Based		Water Based	
	Gallons Sold	Total Revenues	Gallons Sold	Total Revenues

MAINTENANCE PLAN

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1) INTRODUCTION

This Maintenance Plan between the Concessioner and the National Park Service located at Lake Roosevelt National Recreation Area, (hereinafter referred to as the “Service” and the “Area”) will serve as a supplement to Concession Contract No. CC-LARO001-92 (hereinafter referred to as the “Contract”). It sets forth the maintenance responsibilities of the Concessioner and the Area with regard to those Concession facilities, as defined in the Contract, within Lake Roosevelt National Recreation Area which is assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed at least annually by the Superintendent, or his/her designee, in consultation with the Concessioner and revised as determined necessary by the Superintendent.

Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract. This plan will remain in effect until superseded or amended.

2) DEFINITIONS

In addition to all the defined terms contained in the Contract and its other exhibits, the following definitions apply to this Maintenance Plan.

- (1) *Assigned Areas* are lands within the Area, as defined by Land Assignment/Concessioner Facilities Maps attached to the Contract. These lands contain improvements, and support facilities used by the Concessioner. The Concessioner has specific responsibilities, defined below, regarding the maintenance and upkeep of these lands and facilities, including landscapes. Any approved change in land use resulting from building modification or other activity is regarded as causing an immediate corresponding change in the land assignment.
- (2) *Environmental Purchasing* refers to the affirmative acquisition of environmentally preferable products.
- (3) *Environmentally Preferable* refers to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance, or disposal of the product or service.
- (4) *Hazardous Chemical* refers to any chemical which is a physical or health hazard, as defined by the US Occupational Safety and Health Administration in 29 CFR 1910.1200.
- (5) *Hazardous Material* refers to a substance or material that the Secretary of Transportation has determined is capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and has been designated as hazardous under section 5103 of Federal hazardous materials transportation law (49 USC 5103), as defined by the US Department of Transportation in 49 CFR 171.
- (6) *Hazardous Substance* refers to any hazardous waste, hazardous chemical, or hazardous material.
- (7) *Hazardous Waste* refers to the definition of hazardous waste as defined by the US Environmental Protection Agency in 40 CFR 261.
- (8) *Exterior* refers to structures, the foundations, exterior walls and surfaces, roofs, porches, stairways, and other structural attachments. This includes all the equipment, walkways, trails, fencing, parking lots, landscaping, and utilities within the assigned area of responsibility.

- (9) *Interior* refers to the area of structures inside the external walls and under the roof, including doors and window frames. This also includes all equipment, furnishings, appurtenances, improvements and utility systems which penetrate the walls, roof, or foundation.
- (10) *Maintenance* is the preservation and upkeep of real or personal property in as nearly as is practicable to the originally constructed condition or its subsequently improved condition. Maintenance includes operational cyclic repair by state licensed individuals (when needed), rehabilitation of designated areas, facilities, infrastructure, equipment and their component parts - - up to and including replacement if necessary -- to provide a safe, sanitary and aesthetically pleasing environment for Area visitors and employees.
- (11) *Cyclic Maintenance* is work activities that reoccur on a periodic cycle of greater than one year but less than seven years.
- (12) *Preventative Maintenance* is planned, scheduled servicing, inspection, adjustment, and replacement that results in continued service, fewer breakdowns and prevents premature replacement of equipment and materials.
- (13) *Repair* is defined as the act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance and the objective of repair is the same as the objective of the general act of maintenance as defined above.
- (14) *Pollution Prevention* refers to “source reduction,” as defined in the Pollution Prevention Act of 1990, and other practices that reduce or eliminate the creation of pollutants through increased efficiency in the use of raw materials, energy, water, or other resources; or protection of natural resources by conservation.
- (15) *Post-consumer Material* refers to a material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- (16) *Secondary Containment* refers to the provision of devices that will hold a spill or leak from the primary container in which the material was stored. This secondary containment may be a permanently installed feature such as a sunken floor in a storage building, a feature engineered into a storage unit (e.g., sills in a flammable storage cabinet) or a separate unit such as tub or pan placed under a container.
- (17) *Universal Waste* refers to the definition of universal waste as defined by the US Environmental Protection Agency in 40 CFR 261.
- (18) *Solid Waste* refers to discarded household and business items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. It is more commonly referred to as trash, garbage, litter, or rubbish. In a horse stable operation, this would also include manure. The term “solid waste,” as used in this Maintenance Plan, does not include sewage, septic sludge, and hazardous waste. Solid waste will be managed in accordance with Applicable Laws including 40 CFR 243 and 36 CFR 6.
- (19) *Waste Prevention* refers to any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.
- (20) *Waste Reduction* refers to preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

3) GENERAL STANDARDS FOR CONCESSIONER FACILITIES

These general maintenance standards and requirements apply to all Concession service types and any work performed by Concessioner contractors, as applicable.

A) General

- (1) *Land Assignment.* The Concessioner is responsible for all maintenance and repair of all structures, facilities, and personal property as shown in Exhibit D, except as noted in Section (5) under “Service Responsibilities.”
 - (a) Any land assignment not specified on the maps or identified by a road or a bank line, will be a maximum of 25 feet from the edge of a dock, a breakwater, or from a non-defined edge, such as a campsite.
 - (b) Any Area-approved change resulting from construction of buildings, modification of buildings, or changes to land use within the Concessioner’s land assignment will result in a corresponding change in the land assignment maps and must be noted by revision to the land assignment maps in Exhibit D.
- (2) *Responsibilities.* The Concessioner will correct any deficiencies and complete the work on a timely basis to achieve the basic goals described in the most current Concession Management Guidelines. The current Concession Management Guidelines provide the general direction, expectations and standards on all aspects of concession operations. The operational performance standards provide the general standards for interior and exterior maintenance.
- (3) *Utilities.* The Concessioner will repair or replace any damage to all utility systems within or outside the land assignment arising out of the negligence of the Concessioner and/or its employees, agents or contractors.

B) Plans, Reports and Inspections

- (1) *Annual Maintenance Plan.* The Concessioner is to annually provide the Area with an updated “Annual Maintenance Plan” that covers all facilities, buildings, personal property, and assigned areas. The Plan will be submitted to the Superintendent on or before **October 1**, and the plan will be reviewed and approved in writing within **45 days** from receipt thereof. The plan will include:
 - (a) Preventive Maintenance (“PM”) Schedules. PM schedules will be developed by the Concessioner and included in the plan to ensure that all property assigned to the Concessioner is properly maintained. At a minimum, PM schedules will include detailed PM schedules for each building system, including but not limited to roofs, structural integrity, and mechanical equipment. At a minimum, the PM schedules will adhere to the manufacturer’s recommendations. The PM schedule will list what PM tasks will be completed and their frequency. Also included in the plan will be the Concessioner’s quality control process to ensure that the PM’s are being completed as scheduled.
 - (b) Cyclic Maintenance Schedules. Programmed cyclic maintenance items will be included in the plan. Typical items in this category include carpet and paint.
 - (c) Scheduled and Unscheduled Maintenance Items. A plan will be developed to schedule other maintenance requirements, such as deferred maintenance, during the year. The plan will include a service call procedure and method to prioritize service calls for unscheduled maintenance items. An inspection plan will be included that describes the process in which the Concessioner will ensure that the buildings are being maintained properly and that deferred maintenance items are being corrected in a timely manner.

- (d) Furniture and Removable Equipment Schedules. The planned systematic replacement of furniture and removable equipment for the following year.
- (e) Proposed expenditures to accomplish the items in the Annual Maintenance Plan.
- (2) *Deferred Maintenance Program*. The Concessioner and the Area will jointly document and review all maintenance deficiencies and items of deferred maintenance within **60 days** of the effective date of Contract execution. Within **120 days** of this review, the Concessioner will develop a program to address all such items, in accordance with the Contract. Any costs in excess of the amount stated in accordance with the Contract will only be incurred as funds become available.
- (3) *Maintenance Inspections*. Subsequent to the aforementioned initial inspection and annually thereafter, the Area reserves the right to conduct inspections and reviews of the assigned Concession facilities with the Concessioner. The purpose of the scheduled maintenance inspections and reviews is to verify that the facilities are being properly maintained and that the facilities comply with the requirements set forth in this maintenance plan. The Concessioner will develop a timeline to address the identified deficiencies, and the timeline will be submitted for Area review and approval.

C) Facility Maintenance

All maintenance will be conducted in compliance with all Applicable Laws, and the manufacturer's recommendations/specifications. The 2003 version of the International Property Maintenance Code ("IPMC") should be used as a guideline. In the event of any conflict between Applicable Laws and the IPMC, the Applicable Laws will prevail. Information about the International Codes publications can be found at the International Code Council's website at <http://www.bocaiccsafe.org/>. The following are guidelines:

- (1) *Qualified Personnel*. All maintenance and repair work will be done by qualified personnel as defined by all Applicable Laws.
- (2) *Specifications*. Repairs or replacements will be done in accordance with National Park Service specifications and industry standards.
- (3) *Painting*. Unless required more frequently per the manufacturer's recommendation, interior paintable surfaces will be painted on a regular cycle of not less than seven years, as determined by annual maintenance inspections. Exterior paintable surfaces will be painted on a regular cycle of not less than five years, as determined by annual maintenance inspections. Paint products will be of a "best quality" from a major manufacturer and a type and color, which is readily available on the open market. Any changes to the existing or approved paint colors must be approved by the Superintendent. Whenever possible, the Concessioner will utilize reprocessed, low volatile organic content ("VOC"), latex coatings. When oil based paints are used, minimize solvent use by means of thinner settling and reuse whenever possible.
 - (a) If any painting is to be completed on the marina docks, the Concessioner will be responsible for the protection of the Area's resources. This includes, but is not limited to:
 - i) Preventing any overspray or spillage from entering Lake Roosevelt; and,
 - ii) Containing and removing all solid debris and sanding/blasting residue.
- (4) *Carpet*. Unless required more frequently per the manufacturer's recommendation, carpeting located in offices and public areas will be replaced at a minimum of seven years as determined by annual maintenance inspections. The Concessioner is encouraged to use carpet and carpet padding made with post-consumer materials, carpet squares, and low VOC adhesive.
- (5) *Furniture and Removable Equipment*

- (a) The Area reserves the right to require the Concessioner to replace furniture and removable equipment at the end of its useful life or when the item presents a quality, safety, or environmental issue.
- (b) All furniture, fixtures, and equipment (“FF&E”) will be maintained according to industry standards for public use and be free of defects. All FF&E will be on a replacement schedule and be replaced every eight to ten years or sooner if the condition of the item has more than minor defects and/or is determined to be unsafe.
- (c) All equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables, will be in compliance with all Applicable Laws and code including the most current Food and Drug Administration’s Food Code.
- (d) All Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials will be maintained, serviced, and repaired per the manufacturer’s recommendations, and replaced as necessary.

D) Utilities

(1) Water

- (a) General. The Concessioner will operate, maintain and repair all water service and building plumbing systems within the Concessioner’s land assignment, including from the marina to the full pool elevation of 1290’. The Concessioner will maintain and repair all piping and appurtenances from the building/facility to the nearest meter or manhole.
- (b) Backflow Prevention and Cross Connections. The Concessioner will insure that the cross-connection control program is in accordance with the most current version of the Area’s Guidelines for the Control of Backflow and Cross-Connections, the Concessioner must obtain a copy of these Guidelines from the Area. For the duration of this contract, the Area states that no retrofit of the current dock water system is required; however, annual testing must be accomplished by the concessioner.

(2) Sewage

- (a) Sewage Lines. The Concessioner will maintain and repair all sewage lines, connections, disposal systems, and appurtenances within the Concessioner’s land assignment to the sewer collection main.
- (b) Fixtures. The Concessioner will maintain, repair, and replace fixtures attached to the sewage disposal system, including sinks, toilets, urinals, and dishwashing equipment.
- (c) Modifications. Any modifications that affect the sewage collection system, including but not limited to sewage lift stations and pumps, must be approved by the Area before installation.

(3) Electrical

- (a) General. The Concessioner will repair, maintain, or replace all electrical systems within the building to the nearest meter. The Concessioner will maintain and repair all electrical service from the marina to the full pool elevation of 1290’. The Concessioner will not be responsible for electrical lines or equipment that belongs to commercial power companies or their successors or assignees. The Concessioner will not be responsible for electrical lines or equipment that does not solely service their facilities or improvements. However, the Concessioner will notify the appropriate utility provider when circumstances warrant.

(4) Natural and Liquefied Petroleum Gas Systems

- (a) General. The Concessioner will maintain, according to National Fire Protection Association (“NFPA”) and uniform fire codes, all liquid petroleum gas (“LPG”) systems in their assigned areas. This includes, but is not limited to, tanks, valves, regulators, and piping. Placement of new or additional tanks will be subject to review and written approval from the Superintendent. A licensed LPG installer will complete all installations.
 - (b) Inspections. The Concessioner will conduct and document semi-annual inspections of its gas storage and distribution systems. The initial inspection will occur within 60 days of the effective date of Contract execution. A certified independent inspector must inspect all installations at the Concessioner's expense. Park representatives may be included in the inspections.
- (5) Telephone. The Concessioner will be responsible for all interior telephone equipment and wiring.

E) Signs

- (1) The Concessioner will ensure all its signs are compatible with National Park Service (“NPS”) sign standards. Sign size, style, color, and location will be submitted for Park approval before installation. Computer generated signs will be permitted within the Concessioner's land assignment on an interim basis and not longer than two weeks. Handwritten signs are not permitted.
 - (a) Public signs for which the Concessioner is responsible must be appropriately located, accurate, and well maintained. Permanent signs will be prepared in a professional manner, appropriate for the purpose they serve, and consistent with NPS draft Director's Order 52C, Park Signage, which can be found at <http://www.nps.gov/policy/DOrders/52C--14-day.htm>.
 - (b) The Concessioner will install, maintain, and replace all interior and exterior signs relating to its operations and services within its land assignment. Examples include the Concessioner's operating services and hours, rules or policies, and identifying location of facilities.
 - (c) The Concessioner will install, maintain, and replace all signs, including directional signs outside the Concessioner's land assignment that specifically relate to its operations and services.

F) Environmental Management

(1) Air Quality Management

- (a) General. The Concessioner will consider ways to minimize air emissions and impacts to air quality from its operations and maintenance activities.
- (b) Ozone Depleting Substances (“ODSs”)
 - i) Halon fire suppression systems will only be used in locations where alternative systems are not technically feasible.
 - ii) If/when the Concessioner acquires any equipment containing ozone depleting substances the Concessioner will maintain ODS records including a list of ODS containing equipment (e.g. air conditioning and refrigeration equipment) including the ODS charge, ODS service technician certifications for in-house and contracted service technician, and logs of ODS equipment servicing and ODSs capture and recycling.

- iii) If equipment containing ODS is acquired the Concessioner will ensure it is not Class I ODS equipment and the Concessioner will establish a maintenance program for ODS-containing equipment that includes the maximum use of safe alternatives for ODSs for any repair and replacement of new equipment.

(2) *Energy and Water Conservation*

- (a) General. The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.
- (b) Energy Conservation.
 - i) All New Equipment. All new equipment will meet Energy Star standards.
 - ii) Lighting and Sensors. The Concessioner is encouraged to replace incandescent light fixtures with energy conserving fluorescent fixtures, replace incandescent exit lighting with light emitting diode (“LED”) fixtures, install passive infrared sensors on equipment (e.g., vending machines), and install photo and motion sensors where appropriate.
 - iii) Alternative Energy Sources. The Concessioner is encouraged to utilize photovoltaic technologies and other alternative energy sources within its land assignment. The Park has demonstrated that solar assisted lighting is a viable, alternative energy source.
- (c) Water Conservation. The Concessioner will implement water conservation measures.
 - i) All new construction will have low-flow fixtures installed. At a minimum, toilets will be 1.6 gallons per flush (“gpf”), urinals will be 1.0 gpf, showerheads will be 2.2 gallons per minute (“gpm”) and faucets will be 2.0 gpm.
 - ii) Due to the increasing costs of providing drinking water and treating wastewater, it is important to find means to implement water-conserving measures. The Concessioner will institute water-conserving measures in all new construction, and when existing systems need to be replaced in grounds and landscaping. This includes minimizing lawns, using drip irrigation systems for trees and shrubs, and selecting drought tolerant species in accordance with the Area’s General Management Plan.

(3) *Environmental Purchasing*

- (a) General. Where practical, the Concessioner will use environmentally preferable products and services in its maintenance and operations. Typical characteristics of environmentally preferable products include, but are not limited to, products made from pre-consumer and/or post-consumer material; products that are less toxic than conventional alternatives; products that are recycled in the area where the Concessioner is located; products that are manufactured locally; products that are packaged with less materials and/or products that are taken back by suppliers/manufacturers once they are used.
- (b) Prohibited Materials. Glass beverage containers, polystyrene plastics (e.g., Styrofoam), and lures containing lead are prohibited within the Area. The Concessioner will provide acceptable alternatives, to the maximum extent practical, upon effective date of Contract execution. The use of halogenated solvents at Concessioner facilities is prohibited.
- (c) Environmentally Preferable Products. The Concessioner is encouraged to purchase and utilize environmentally preferable products, including re-refined motor oil as alternative to virgin oil, bio-based lubricants as an alternative to petroleum based lubricants, and

propylene glycol antifreeze as an alternative to ethylene glycol antifreeze. Other preferable products include retread tires, products with recycled and/or organic content, and alternative fuel vehicles.

- (d) List of Environmentally Preferable Products. The Concessioner will develop a list of environmentally preferable products that are utilized in concession operations, including houseboat/vessel cleaners, auto fleet/rental fleet lubricants and coolants, chemical additives to toilets, and construction and boat repair materials. The list will be made available for Area review.

(4) *Fuel Storage Tank Management*

- (a) General. Aboveground and underground fuel storage tanks systems containing gasoline and diesel fuel and associated equipment, including underground, aboveground and dock piping, hoses, and fuel dispensing systems will be maintained and operated in accordance with all Applicable Laws and requirements of the Concessioner Spill Prevention Control and Countermeasures Plan.
- (b) Responsibilities.
- i) The Concessioner is responsible for the operation and maintenance of all assigned fuel storage tanks and associated equipment.
 - ii) The Concessioner is responsible for any permits or certificates required by federal, state or local regulatory agencies for the operation of the fuel storage tanks.
 - iii) Once the required tests and evaluation of the underground fuel storage tank and delivery system has been completed by a certified contractor and the required renovations are completed, the Concessioner will be responsible for any corrective action associated with the fuel storage tanks in accordance with the Contract.
- (c) Fuel System Design
- i) In all new construction, all fuel storage tanks, piping and carrier hoses and fuel dispensers will be provided with secondary containment and automatic leak detection systems.
 - ii) To provide environmental protection, breakaway devices will be provided at all dispensers.
- (d) Approvals. The Area must approve all plans for any work involving underground and aboveground fuel storage tanks, including tracer probes, monitoring wells, removal of contaminated soil, ground water remediation work.
- (e) Fuel Storage Tank System Monitoring
- i) The Concessioner will maintain daily leak detection system printouts or logs, documenting that tank leak detection systems are operational, and that leak conditions are not present for automatic leak detection systems.
 - ii) Daily documented visual inspections that can be observed without the removal of decking or equipment will be conducted for all aboveground and dock fuel system components that are not provided with automatic leak detection.
 - iii) In the absence of having secondary containment and automatic leak detection systems for fuel storage tanks, piping and carrier hoses and fuel dispensers, annual documented inspections will be conducted for all aboveground and dock fuel system components that require the removal of decking or equipment to visually check system components.

- iv) Signs. Signage will be provided for the fuel island and marina fuel dock in accordance with NFPA 30A and NFPA 302. Signage will also provide information on other fueling procedures specified in this Maintenance Plan and the Operating Plan.

(5) *Hazardous Substance Management*

- (a) General. The Concessioner will implement hazardous chemical reduction strategies to minimize use of hazardous chemicals in their operation. Hazardous chemicals will be stored and handled in accordance with applicable Occupational Safety and Health Administration (OSHA) requirements including without limitation 29 CFR 1910 and 1926 and NFPA codes including without limitation NFPA 30, NFPA 30A, and NFPA 302. Storage areas will be maintained in an orderly manner. Containers will be in good condition and will be closed when not in use. Incompatible materials will be stored separately.
- (b) Flammable and Combustible Materials Storage. Where technically feasible and appropriate, no more than 10 gallons of flammable or combustible material will be stored inside a building unless in a flammable storage cabinet, inside storage room or building as defined in NFPA 30.
- (c) Secondary Containment. Secondary containment will be provided for the storage of hazardous substances where there is the reasonable potential for discharge due to a spill or leak to the environment. Locations with reasonable potential for discharge include, but are not limited to, outside storage areas and interior storage areas in the proximity of doorways or floor drain or storage areas on docks. Retail products on the sales floor are not required to have secondary containment although it is encouraged as BMPs. The Concessioner will work with the Service to correct areas lacking secondary containment in a reasonable manner throughout the term of this Contract.

(6) *Hazardous, Universal and Miscellaneous Maintenance Waste Management*

- (a) General. The Concessioner will implement pollution prevention practices to minimize the production of hazardous, universal and miscellaneous maintenance wastes from Concessioner operations.
 - (b) Hazardous Waste Management. The Concessioner will follow state and local requirements for managing hazardous waste. In addition, if the Concessioner is a conditionally exempt small quantity generator (“CESQG”) as defined in federal regulations, the Concessioner will follow federal regulatory requirements for small quantity generators (“SQGs”) contained in 40 CFR 262 to ensure sound environmental management. Specifically, the CESQG Concessioner will follow SQG regulations related to container labeling, storage, accumulation times, waste manifesting, use of designated disposal facilities, contingency planning, training, and recordkeeping.
 - (c) Universal Wastes. Spent fluorescent lamps, nickel-cadmium batteries, sealed lead-acid batteries, mercury containing thermostats and waste pesticides will be managed in accordance with the USEPA Universal Waste Rule 40 CFR 273 and associated state and local requirements.
 - (d) Miscellaneous Maintenance Wastes. Lead-acid batteries and used oil will be managed in accordance with 40 CFR 266 and 279, respectively.
- (7) *Integrated Pest Management*. The control of pests by chemicals and other means is subject to Park approval.

- (8) *Night Sky Protection.* All exterior lights must be shielded to cast light downward to protect night skies and without sending the directed light outside the area of need. New installations will incorporate state of the art technology and will be reviewed and approved by the Area.
- (9) *Solid Waste Management*
- (a) General. The term “solid waste,” as used in this Maintenance Plan, refers to discarded household and business items such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, newspapers, appliances, paint, and batteries. It is more commonly referred to as trash, garbage, litter, or rubbish. The term “solid waste,” as used in this Maintenance Plan, does not include sewage, septic sludge, and hazardous waste. Solid waste will be managed in accordance with Applicable Laws including 40 CFR 243 and 36 CFR 6.
- (b) Responsibility
- i) The Concessioner will be responsible for the collection and disposal of all solid waste within the assigned areas.
 - ii) The Concessioner will keep all assigned areas free of solid waste and abandoned equipment, vehicles, furniture, or fixtures. This is to include the areas down to the water line, the area around the marina and the lake bottom below the marina, as defined by the land assignment maps attached to the Contract.
 - iii) The Concessioner is responsible for the litter pickup of all wind-blown litter and debris generated by marina operations, which accumulates outside the land assignment.
- (c) Litter Abatement. The Concessioner will develop, promote and implement a litter abatement program that fully supports and is compatible with the Area’s litter abatement program. Support will include, but is not limited to, participating in Area-wide litter cleanup events; implementing land assignment litter cleanup days; providing Area-approved litter collection bags at the launch ramp or other convenient locations; and providing messages about the litter abatement program to customers on store, restaurant, and other appropriate materials.
- (d) Solid Waste Collection and Disposal
- i) Area approved solid waste containers (e.g. dumpsters such as “roll-offs”, and individual solid waste containers such as cans and receptacles) will be conveniently located within the Concessioner's land assignment and in sufficient quantity to handle the needs with the land assignment.
 - ii) The Concessioner will provide bags for the collection of pet wastes and signage encouraging the proper disposal of pet wastes.
 - iii) The Concessioner will place and maintain cigarette receptacles at heavy use locations within its land assignment.
 - iv) The Concessioner will be responsible for the daily checking and cleaning of cigarette receptacles within its land assignment.
 - v) Solid waste containers will be waterproof, vermin-proof and covered with working lids. Solid waste container lids will remain closed when containers are not in use.
 - vi) Visual screening is required for dumpsters.
 - vii) Solid waste containers should be painted an approved color to distinguish them from Park solid waste containers, which are light brown.
 - viii) All solid waste containers will be kept clean, well maintained, and serviceable.

- ix) Individual solid waste containers, such as cans and receptacles, will be clearly marked with multilingual labels and/or graphics to distinguish them from recycling containers.
- (e) Solid Waste Collection and Removal Practices
- i) The Concessioner is responsible for the collection and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- ii) Solid waste collection sites will be free of spills, waste, and odors. All wet solid waste from concession operations will be adequately bagged and tied or stored in sealed containers to prevent pest attraction and breeding. Solid waste must not accumulate in solid waste containers to the point of overflowing.
- iii) Removal of Solid Waste. The following procedures will be followed when removing solid waste from the Concessioners assignment zone:
- ◆ The Concessioner supplies and delivers the size and number of solid waste containers with working lids.
 - ◆ The Concessioner is restricted to pick-ups between 6:00 a.m. and 5:00 p.m. in areas where solid waste pick-up noise may disturb guests.
 - ◆ The Concessioner is responsible for emptying all solid waste containers as needed, picking up any solid waste that should fall from solid waste containers being emptied, and maintaining the cleanliness of the solid waste containers to minimize the attraction of insects and wildlife.
- (f) Solid Waste Disposal. Solid waste will be disposed at an authorized sanitary landfill at the Concessioner's expense.
- (g) Solid Waste Reports. The Concessioner will maintain records on the amount by weight of solid waste generated on an annual basis. A report will be provided to the Area annually, not later than **60 days** following the end of the Concessioner's accounting year.
- (h) Recycling
- i) Recycling Program. The Concessioner will develop, promote and implement a recycling program that fully supports the Area recycling program.
- ◆ Recycling Collection Locations. The Concessioner will provide recycling collection facilities at the launch ramp.
- ii) Recycling Containers.
- ◆ Area approved recycling containers (e.g., dumpsters such as "roll-offs," individual recycling containers such as cans and receptacles) will be conveniently located and in sufficient quantity to handle the needs within the Concessioner's land assignment.
 - ◆ Recycling containers will be waterproof, vermin-proof and covered with working lids as necessary to maintain the quality of the recyclables for market and to prevent vermin from being attracted to the recycling containers. It is encouraged that lids are provided with openings or holes sized to limit the types of materials deposited and to minimize contamination in recycling containers.
 - ◆ All recycling containers will be kept clean, well maintained, and serviceable.
 - ◆ Recycling containers will be provided in close proximity to trash containers to encourage visitors to recycle.

- ◆ Recycling containers will be clearly marked with multilingual labels and/or graphics to distinguish them from trash containers. Separate containers will be provided for each type of recyclable, unless the Area approves a commingled recycled program.
 - iii) *Recycling Materials Collection and Removal Practices.* The Concessioner is restricted to pick-ups between 6:00 a.m. and 5:00 p.m. in areas where recyclables pick-up noise may disturb guests. The Concessioner is responsible for emptying all recycling containers as needed, picking up any recyclables that should fall from the recycling containers being emptied, and maintaining the cleanliness of the recycling containers to minimize the attraction of insects and wildlife.
 - iv) *Recyclables Disposal.* Recyclable materials will be removed and transported to an authorized recycling center.
 - v) *Independent Contractors.* Third-party vendors, with the approval of the Park, may provide these recycling services.
 - vi) *Partnering.* The Concessioner will provide access to and use of the recycling program to the Park and Park partners.
 - (i) Kitchen Grease
 - i) Kitchen grease generated at the restaurant will be collected by the Concessioner and recycled by an authorized vendor.
 - ii) Kitchen grease containers will be maintained at Area-approved locations. Containers will be labeled and in good condition. Containers will be closed when not in use and will be provided with other vector controls as necessary.
 - (j) Appliances, Electronic Equipment, and Other Equipment
 - i) Appliances and electronic equipment include refrigerators, air conditioning units, clothes washers and dryers, computers, and fuel operated tools.
 - ii) Appliances containing ODSs will be evacuated in accordance with Applicable Laws before disposal, or will be disposed via an authorized vendor that will evacuate the equipment before disposal. The Concessioner will maintain copies of all evacuation records.
 - iii) Appliances and equipment containing hazardous substances such as oil and fuel will be drained before disposal. These hazardous substances will be handled in accordance with Applicable Laws and this Maintenance Plan.
 - iv) Upon removal from its point of use, unused and/or no longer serviceable equipment will be temporarily stored in the Maintenance and Boat Repair Area until arrangements are made to dispose of them in a timely manner and in accordance with Applicable Laws. The Concessioner is encouraged to recycle appliances and equipment whenever possible.
 - (k) Waste Reduction
 - i) The Concessioner will minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over "throwaways."
 - ii) The Concessioner is encouraged to reuse materials where allowable under Applicable Laws where the collection of the materials will not present public health, safety or environmental concerns. Opportunities include the reuse of retail product packaging.
- (10) *Spill Prevention Control and Countermeasures ("SPCC") Plan*

- (a) SPCC Plan. The Concessioner will maintain and implement an SPCC Plan if applicable, in accordance with 40 CFR 112. The Plan will be integrated with other Concessioner emergency response procedures (e.g., Emergency Action Plan, Emergency Response Plan). In addition to receiving professional engineer certification/recertification, the plan will be reviewed and approved by the Park.
 - (b) SPCC Training. The Concessioner will conduct SPCC training for applicable employees annually.
 - (c) SPCC Equipment and Controls. The Concessioner will maintain all SPCC equipment and controls in good condition in accordance with the SPCC Plan.
- (11) *Storm Water Management*
- (a) Storm Water Pollution Prevention Plan (SWPPP). The Concessioner will develop and implement a SWPPP **within 120 days of the effective date of Contract** execution specific to the required and authorized services under the Contract. The SWPPP will be revised whenever there are significant changes in the Concessioner's operating practices that would affect SWPPP practices. The initial SWPPP and any revised SWPPP will be submitted to the Park for review and approval.
 - (b) Equipment and Materials Storage. The Concessioner will minimize the storage of unused materials or equipment such as engines and engine parts at Concessioner facilities. Product and waste storage areas, and equipment and materials stored outside that have the potential to cause storm water contamination will be provided with weather protection (e.g., plastic covering, under a shed) that prevents contact with storm water.
- (12) *Wastewater Management*
- (a) Prohibited Discharges. Discharges to the Area's septic system will not cause pass through or interfere with the operation of the septic system.
 - (b) Wastewater Treatment. The Concessioner will maintain grease traps to ensure that grease does not flow into wastewater systems. The Concessioner will maintain and clean grease interceptors on regular schedule that complies with all Applicable Laws.

G) Grounds and Landscaping

The Concessioner will conduct his business and daily activities in such a manner as to minimize impacts on the natural scene. This will involve protecting native vegetation and controlling erosion.

(1) Landscape Plan

- (a) The Concessioner will prepare a written landscape plan that addresses all land assignment areas and submit it to the Superintendent for review and approval **within 180 days of the effective date of Contract execution**.
- (b) The plan will include the location, condition of the area and the approved maintenance schedule. It will include specific information about the scope of work proposed, safety and resource considerations, erosion controls, debris disposal, and proposed use of irrigation systems. The appropriate use of native vegetation, need for revegetation and restoration efforts, and the potential existence of cultural landscapes will be considered during this planning phase.
- (c) As facilities are removed or sites become heavily impacted by construction activities or overuse, the Concessioner will prepare and implement a site restoration component of each landscaping plan.
- (d) The landscape plan will be coordinated with the Area's Natural Resource Management Division and be in accordance with the Area's General Management Plan.

- (2) The Concessioner will ensure proper drainage control to protect landscapes, native vegetation, structures, facilities, improvements, and equipment, while maintaining natural drainage patterns to the greatest extent possible. In cases where grounds and landscaping activities require temporary modification or relocation of structures assigned to the Concessioner, the Concessioner will carry out the temporary modification or relocations at its expense.
- (3) The Concessioner will take measures to control dust within its land assignment and from use that occurs outside the land assignment.
- (4) As part of on-going maintenance and with Area approval, non-native plant material will be removed from areas, including but not limited to, dry boat storage, docks, headwalks, and launch ramps.
- (5) The Concessioner will remove accumulated vegetation debris from the Area. With prior approval of the Area, the Concessioner may recycle natural debris by alternative methods, such as chipping woody materials or composting for use in approved landscape areas.
- (6) The Concessioner will have hazardous trees removed by qualified professionals and trim vegetation as necessary within its land assignment.

H) Roads, Trails, Parking Areas, and Walkways

- (1) The Concessioner will maintain and keep in good repair all roads, parking areas, parking islands, curbing, gutters, sidewalks, and walkways within its land assignment. Maintenance of sidewalks and walkways will ensure that paved/unpaved surfaces are safe for pedestrian traffic and are consistently clean and free from tree litter and other debris.
- (2) The Concessioner will provide preventive maintenance and garbage pickup within its land assignment.
- (3) The Concessioner will maintain lighting systems that provide adequate levels of lighting for safe nighttime walking in assigned areas and that protects night sky.

4) SPECIFIC MAINTENANCE STANDARDS AND REQUIREMENTS

A) Marina

(1) Boat Storage

- (a) The Concessioner will repair, maintain, or replace the water, sewer, and electrical distribution system in accordance with all Applicable Laws.
- (b) The Concessioner will maintain, repair, and replace all assigned marina facilities.
 - i) No dock should be older than 25 years. If docks are well maintained and structurally sound, an extension may be granted by the Superintendent.
 - ii) All decking will be evaluated for replacement every five years, unless otherwise stated in the manufacturer's recommendations.
 - iii) All new dock construction or dock rehabilitation will require encapsulated foam (tub flotation).
 - iv) Copper chromium arsenate (CCA) and/or creosote-treated lumber will not be allowed.
- (c) The Concessioner is responsible for appropriate lighting on the marina. Lighting will be designed to protect night sky and navigation.

- (d) The Concessioner is responsible for assigned marina facilities damaged or destroyed as a result of acts of nature, normal wear and tear, acts of the Concessioner, his employees, clients, patrons, or agents.
 - (e) The Concessioner is responsible for the removal of debris, damaged property, and flotation material from the marina area, including the removal of debris from the lake bottom within its assigned areas.
 - (f) Threaded water faucets at wet slips will have properly installed backflow prevention equipment and the Concessioner will maintain the equipment.
 - (g) The Concessioner's emergency response boats and workboats will be maintained in proper working order. The emergency response boats and workboats will undergo routine maintenance and have all systems tested monthly. If at anytime these boats are out of service, a backup plan will be in place in case of emergency.
 - (h) The Concessioner is responsible for the ongoing operation and maintenance of the dock security system for docks I & K, only. Any changes to the level of security or replacement of the system will be reviewed and approved by the Park.
 - (i) The Concessioner will relocate marina facilities as necessary to accommodate fluctuating water elevations as a result of either environmental factors and/or water releases by the U. S. Bureau of Reclamation.
 - (j) The Concessioner is responsible for all repairs and maintenance of the dock system and wave attenuators/log booms due to the fluctuation of the water levels.
 - (k) The Concessioner will maintain dock boxes and carts in a safe and presentable condition. The Concessioner will be responsible for maintaining the boat storage renters' dock cart area, including litter pickup and maintenance of security appurtenances.
- (2) *Fuel Dock*
- (a) The Concessioner will repair, maintain, or replace the fuel dock in accordance with all Applicable Laws.
 - (b) The Concessioner will maintain in serviceable condition and repair fuel dispensing equipment, as necessary.
 - (c) To provide enhanced environmental protection, breakaway devices will be provided for the marina fuel dock dispensers.
 - (d) Automatic shut-off devices are prohibited on marina fuel dispenser nozzles.
 - (e) The Concessioner is responsible for the installation and maintenance of protection barriers, and leak and detection monitoring devices to protect the dispensing equipment.
 - (f) All equipment listed as necessary in the SPCC Plan will be on-site and maintained in good working order.
 - (g) Fire extinguishing equipment and appurtenances will be maintained in full compliance with NFPA code requirements and Applicable laws.
 - (h) The gate combination will be changed annually and the combination provided to moorage customers.
- (3) *Marina Sewage Pump-out and Lift Stations*
- (a) The sewage pump-out equipment, lines, and lift stations will comply with all Applicable Laws and be maintained in a serviceable condition to mitigate the possibility of sewage entering Lake Roosevelt.

- (b) The Concessioner will maintain and operate in a good operating order all lift stations within its land assignment and incorporate marine industry BMPs.
 - (c) The Concessioner will provide sanitary pump-out facilities at the fuel dock to service the Concessioner's rental fleet, boat storage renters, and boating public during the season, seven days per week. Facilities will be capable of pumping both holding tanks and portable toilets. Sanitary pump-out facilities will not be used to pump fuel or oil-contaminated bilge.
 - (d) The installation of porta-potty dump stations are encouraged as a BMP.
 - (e) The Concessioner will maintain and operate sewage pump-out facilities. The pump-outs will receive regular cyclic maintenance. The pump-out facilities are provided free of charge.
 - (f) The Concessioner will provide and maintain adequate signage detailing the location and proper usage of pump-out stations.
 - (g) The Concessioner will dye test all sewage lines on a quarterly basis and any detected leaks will be repaired immediately. Washington State's Department of Ecology will be notified as soon as possible that a leak has occurred.
- (4) *Wave Attenuators/Log Booms*
- (a) The Concessioner is responsible for the repair, maintenance, or replacement of wave attenuators/log booms.
 - (b) The Concessioner is responsible for the maintenance and relocation of wave attenuators/log booms, cables, anchoring systems, and breakwater flotation to adjust for lake fluctuations.
 - (c) The Concessioner will maintain any navigational aids and lights affixed to the wave attenuators/log booms in accordance with Applicable Law.
- (5) *Marina Underwater Inspections.* The Concessioner will develop an Underwater Inspection Program. The purpose of the program is to ensure a safe and environmentally sound marina. The program will include, but not be limited to, the following:
- (a) The Concessioner will conduct at least one annual, programmed, underwater dive inspection within defined areas of the marina. If possible the Concessioner may be able to inspect the underside of all facilities while the lake is low and the facilities sit on the lake bed.
 - (b) The results of the dive inspections will be documented in a report format to be developed by the Concessioner, subject to Park approval and submitted within 30 days of the dive to the Superintendent.
 - (c) The Park reserves the right to provide oversight of the Concessioner's Underwater Inspection Program.

B) Rental Boats and Support Vessels

(1) General

- (a) The Concessioner will be responsible for the safe and efficient maintenance of all vessels in strict conformity to manufacturers' specifications and all Applicable Laws.
- (b) The Concessioner will be responsible for ensuring that all vessels comply with required U.S. Coast Guard regulations.

(2) Maintenance Recording System

- (a) The Concessioner will maintain an up-to-date, computerized, vessel management program. Minimum information will include:
 - i) Make
 - ii) Model
 - iii) Year
 - iv) Serial number
 - v) License number
 - vi) Preventive maintenance reports
 - vii) Vessel reports requiring unscheduled mechanical inspection or attention including, but not limited to, pre-rental inspection reports. Such reports will include mechanic's diagnosis and remedial actions.
 - viii) Component change-outs
 - (b) All preventive maintenance inspection reports and equipment breakdown logs will be kept for the term of the Contract.
 - (c) All above data and reports will be available to the Park upon request.
- (3) *Pollution Prevention Equipment*
- (a) New vessels purchased with outboard engines will be equipped with four-stroke or Ficht engines. As engines are replaced in vessels, they will be replaced with four-stroke or Ficht engines.
 - (b) Concessioner vessels greater than 26 feet in length shall be equipped with signage prohibiting the discharge of oil in accordance with the Federal Water Pollution Control Act. Vessels shall also be equipped with required MARPOL signage concerning discharge of solid waste. In addition, vessels with greywater discharge sources (e.g. sinks and showers) will be equipped with educational signage concerning acceptable materials for discharge.
- (4) *Safety Inspection & Quality Control*
- (a) The Concessioner will be responsible for implementing and conducting of a safety inspection and quality control program for all of its vessels using marine industry BMPs.
 - (b) The Concessioner must have at least one mechanic who is a trained marine technician.
- (5) *Quality Control Audits.* The Concessioner's Risk Management Plan will be reviewed annually by the Superintendent and as determined necessary.
- (6) *Rental Boat Cleaning Standards.* Approval by the Park is required for all replacement vessels.
- (a) Cleaning
- i) All houseboats will be cleaned prior to each rental, including:
 - ◆ Washing and scrubbing of the full exterior and decks;
 - ◆ Cleaning of all windows, exterior and interior;
 - ◆ Dusting and vacuuming of the interior;
 - ◆ Sweeping, vacuuming, or scrubbing of all floor areas, including the removal of gum, grease, oil;

- ♦ Ensuring that the boat is fully stocked with supplies (e.g. cleaning supplies, paper goods, linens and kitchenware) and that all the equipment is in working order.
 - ii) All other vessels will be cleaned before each rental.
 - iii) The Concessioner will ensure that all vessels are in good working order and fully supplied with operational and safety equipment before each rental.
- (c) Support Vessels. The Concessioner is responsible for the maintenance and repair of any support vessel.

C) Exterior and Interior Fire Safety Equipment

Standpipes and Other Fire Safety Equipment. The Concessioner will inspect and maintain, according to NFPA and uniform fire codes, all standpipes, hose boxes, fire hoses, fire extinguishers and appurtenances within its land assignment.

D) Courtesy Dock and Launch Ramp Public Restroom

The Concessioner is responsible for moving the courtesy dock as required by fluctuating lake levels. The Concessioner will also clean the launch ramp public restroom as needed.

E) Land-based Fuel Island

(1) *Regulations.* The land-based fuel island will comply with all Applicable Laws and including without limitation, 40 CRR 280, 40 CFR 112, state and local regulations, and NFPA 30A. These regulations include requirements for Stage 1 vapor control and breakaway devices for dispenser hoses in accordance with NFPA 30A.

(2) Dispenser Maintenance

- (a) The Concessioner may contract for third party maintenance services for the fuel dispensers and other equipment. The contractor will be subject to the same standards as the Concessioner.
- (b) The Concessioner will calibrate the weights and measures annually. The calibration will be conducted by a State or Local sealer. Each pump will have a current seal indicating they are within the prescribed tolerance. The initial inspection will occur within **60 days** of the effective date of Contract execution.
- (c) All dispensing systems, including nozzles and hoses, will be inspected each week to insure they are in proper working order to minimize gasoline vapor losses. All repairs will be made immediately.
- (d) Concessioner will need to provide an invoice to all customers with the amount of fuel sold from the land-based fuel island for boaters. The total needs to be adjusted on the invoice to ensure customers are not charged the additional road tax. The Concessioner needs to keep copies of all invoices for their records.

(3) Fuel Storage Tanks

- (a) It is required that storage tanks are inspected after every fuel drop to ensure the equipment is in good working order. Defective parts must be repaired or replaced within seven days of discovery. The Concessioner will maintain records and make them available for review to the Area upon request.
- (b) The tank system will be well maintained and properly serviced. The release detection system, including the overfill alarms and shut off devices will be properly working and enabled at all times.

- (4) *Commercial Fuel Deliveries.* The Concessioner will comply with all Applicable Laws, and including without limitation Title 40 of the Code of Federal Regulations, §280.30. The following procedures will be followed:
- (a) All fill ports remain locked at all times, except when filling tanks.
 - (b) The fuel vendor must contact the Concessioner for access to fill port.
 - (c) Before fueling, the Concessioner will verify fuel vendor's license/bond/insurance.
 - (d) The quantity of fuel order must be verified through tank records before dispensing can begin.
 - (e) Upon completion, the fuel vendor representative will contact the Concessioner before leaving the area.
 - (f) The Concessioner will ensure the fill port is locked and that no spills have occurred.
 - (g) In the event of a spill, the Concessioner will immediately notify Washington State Department of Ecology at (509) 329-3400 or the District Ranger at (509) 633-3830.

5) SERVICE RESPONSIBILITIES

A) Roads, Trails, Parking Lots, and Walkways

The Park will maintain all roads, parking areas, parking islands, curbing, sidewalks, and walkways outside the Concessioner's land assignment, as shown as an attachment to the Contract.

B) Utilities

- (1) *Electrical.* The Park, or the utility company with the easement, will be responsible for electrical power systems running through, but not providing service to Concessioner facilities within the Concessioner's land assignment.
- (2) *Water.* The Park will assist with the location and identification of water and sewer lines and make repairs if the damaged section is within an area of Park responsibility. The Park will charge the Concessioner for the use of the water system and water rights, the Concessioner will remit payment to the Park on an annual basis
- (3) *Sewage.* The Park will charge the Concessioner for use of the sewer system, the Concessioner will remit payment to the Park on an annual basis.

C) Signs

The Park is responsible for all regulatory, traffic control, or information signs that serve the interest of the Government; examples include information signs along roadways, directional signs along Park trails, and interpretive signing. All roadway and parking signs are the responsibility of the Park.

D) Solid Waste

The Park is responsible for trash collection outside of the Concessioner's land assignment, except for wind-blown litter and debris generated by marina operations.

E) Grounds and Landscaping

- (1) The Park will identify and remove hazardous trees that are outside the Concessioner's land assignment.
- (2) The Park will review the Concessioner's landscaping plans, provide standards as needed, review and approve proposed work, and monitor Concessioner landscaping projects.

- (3) The Park will complete any necessary spraying to prevent the spread of weeds, the Concessioner will be billed for these services.

F) Docks and Marinas

The Park will be responsible for wakeless buoys used to delineate the wakeless zone.

G) Courtesy Dock, Launch Ramp, and Launch Ramp Public Restroom

The Park will provide capital improvements and major rehabilitation to the courtesy dock, launch ramp, and launch ramp public restroom. The Park will pump the launch ramp public restroom as needed.

Approved, effective May 12, 2006

By: Debbie Bird

Debbie Bird, Superintendent

Lake Roosevelt National Recreation Area

SEVEN BAYS MARINA
LAKE ROOSEVELT NATIONAL RECREATION AREA

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service and the Regional Director, Pacific West Region, hereinafter referred to as the "Secretary," and the Colville Tribal Enterprise Corporation, a tribal entity organized and established pursuant to Article 7, Section 1(a) of the Constitution of the Confederated Tribes of the Colville Reservation, adopted by the Confederated Tribes on February 26, 1938, and approved by the Commissioner of Indian Affairs on April 19, 1938, pursuant to Tribal Law, doing business as Roosevelt Recreational Enterprises, hereinafter referred to as the "Concessioner."

W I T N E S S E T H

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-CODA001-92 on July 13, 1992, whereby the Concessioner is authorized to provide services for the public within Lake Roosevelt National Recreation Area, during the period from July 13, 1992, through December 31, 2005; and

WHEREAS, the Concessioner and the Secretary have agreed to amend the contract so as to facilitate improvements in facilities;

NOW, THEREFORE, the parties hereto covenant and agree to and with each other the following:

Concession Contract CC-CODA001-92 is hereby amended effective on the first day of the first full month following the final execution of this amendment, as follows:

I. Delete Section 9(a)(2) of the CONTRACT and add in its place the following:

In addition to the foregoing, a franchise fee equal to ZERO PERCENT (0%) of the Concessioner's gross receipts, as herein defined, for the preceding year or portion of a year.

II. Add to the CONTRACT at Section 9(e) at the end of the first paragraph, the following sentence:

It is agreed that the procedures and timing included in this CONTRACT for the periodic reconsideration of franchise fees shall apply also to the Capital Account added to this CONTRACT at Section 9.1.

III. Add to the CONTRACT a new SECTION as follows:

SEC. 9.1 ACCOUNTS

(a) CAPITAL ACCOUNT (1) As partial consideration for the privileges granted by this CONTRACT, the Concessioner shall establish a "Capital Account" by which it will undertake, on a project basis, improvements which directly support the Concessioner's operations hereunder. Funds in the Capital Account (CA), including interest earned thereon, are to be placed in an interest bearing account in a Federally Insured financial institution by the Concessioner. CA funds are not government funds. CA funds shall be used in accordance with Exhibit "E" only for construction of qualified improvements approved by the Superintendent in accordance with project proposals approved by the Pacific West Regional Director.

(a)(2) Improvements paid for with funds from the Capital Account will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out maintenance and repair as required by Sections 4 and 5 of this CONTRACT, or otherwise, from Concessioner funds exclusive of those funds contained in the Capital Account. Funds in the Capital Account shall not be used for purposes for which those Sections would apply. The Concessioner shall have no ownership, Possessory Interest or other interest in improvements made from Capital Account funds.

(a)(3) The Concessioner shall deposit within fifteen (15) days after the last day of each month that the Concessioner operates a sum ("SUM") equal to ONE PERCENT (1%) of the Concessioner's Gross Receipts for the previous month, as defined in this CONTRACT, into an interest bearing account(s) at a Federally insured financial institution(s). The account(s) shall be maintained separately from all other Concessioner funds and copies of monthly account statements shall be provided to the Secretary. An interest charge will be assessed on overdue deposits for each thirty (30) day period, or portion thereof, that the deposit is delayed beyond the fifteen (15) day period provided for herein. The per cent of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.

(a)(4) The Concessioner shall submit annually, along with the required Annual Financial Report and subject to the auditors opinion required on the Annual Financial Report, a statement reflecting total activity in the Capital Account for the preceding accounting year. The statement shall reflect all deposits, all withdrawals identified by project or other purposes, and all interest earned.

(a)(5) Advances or credits to the Capital Account by the Concessioner are not permitted. Projects will be carried out by the Concessioner as the Superintendent shall direct in writing and in advance of any expenditure being made. For all expenditures made for each project from Capital Account funds, the Concessioner shall maintain auditable records including invoices, billings, canceled checks, and other documentation satisfactory to the Secretary.

(a)(6) Upon the expiration or termination of this CONTRACT, or upon assignment or sale of interests related to this CONTRACT, the unexpended balance remaining in the Capital Account shall, at the direction of the Secretary, be expended by the Concessioner for approved Projects, transferred to a successor concessioner, or, shall be remitted by the Concessioner to the Secretary in such a manner that payment shall be received by the Secretary within fifteen (15) days after the last day of the Concessioner's operation.

Any payment remitted to the Secretary under this sub-section and consisting of \$10,000 or more shall be deposited electronically by the Concessioner using the Treasury Financial Communications System. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

IV. Add to the CONTRACT a new exhibit, Exhibit E, Account Control Procedure, attached.

IN WITNESSETH WHEREOF, the parties hereto have subscribed their names.

Executed at San Francisco, California, this 26 day of June, 1997.

ROOSEVELT RECREATIONAL ENTERPRISES

UNITED STATES OF AMERICA

BY: Wendell George

BY: John Reynolds
Regional Director

Pacific West Region

ROOSEVELT RECREATIONAL ENTERPRISES ATTEST:

BY: _____

NAME: WENDELL GEORGE

TITLE: CEO

DATE: _____



United States Department of the Interior



NATIONAL PARK SERVICE
Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-4807

IN REPLY REFER TO:
C3823(PWR-CM)

APR 17 2006

Mr. Bruce Didesch
Chief Executive Officer
Colville Tribal Enterprise Corporation
dba Roosevelt Recreation Enterprises
P.O. Box 5
Coulee Dam, Washington 99116

Dear Mr. Didesch:

Pending the development of a prospectus for a new concession contract covering the visitor services you were currently providing Lake Roosevelt National Recreation Area under the concession contract CC-LARO001-92, the National Park Service hereby authorizes you to continue operation of services through December 31, 2006 or until such time as a new concession contract is awarded, whichever occurs first. The terms and conditions of the concession permit remain the same. Your acceptance of continuation of operation does not affect any rights that you may have under the terms of Public Law 105-391 to the award in the new concession contract covering the current concession operation.

After making a copy of this letter for your records, please indicate your acceptance of this authorization by signing below on the acceptance line and returning the same copy to this office, attention: Anne Dubinsky.

Sincerely,

Jonathan B. Jarvis
Regional Director, Pacific West Region

Accepted by:

Concessioner Signature and Title

5/3/06
Date

TAKE PRIDE[®]
IN AMERICA



United States Department of the Interior



NATIONAL PARK SERVICE

Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-4807

IN REPLY REFER TO:

C3823 (PWR-CM)

Mr. Lyle Parker, Managing Member
Dakota Columbia Rentals, LLC
13411 Bluegrouse Lane
Spokane, Washington 99224

Re: National Park Service Concessions Contract LARO001-92

Dear Mr. Parker:

The National Park Service is continuing the process of issuing prospectuses for new concession contracts. However, as a result of the delays created by the number of expiring permits and contracts, the National Park Service has determined that a 1-year extension of your current concession authorization is necessary to avoid interruption of visitor services.

Accordingly, pursuant to Section 403 (11) of Public Law 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter of agreement to the undersigned, your concession authorization is hereby extended to December 31, 2007, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of Public Law 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service you provide.

Please indicate your acceptance of the extension provided by this letter by signing in the space provided below and return the fully-executed letter to this office within 30 days of receipt. A pre-addressed envelope is enclosed for your convenience. A copy of this letter has also been enclosed for your files.

If you have any questions, or if we can provide further assistance, please contact Anne Dubinsky, Concessions Program Manager, Pacific West Region, at (510) 817-1366.

Sincerely,


Jonathan B. Jarvis
Regional Director, Pacific West Region

Accepted:



Concessioner Signature and Title

FEB 7, 2007
Date

Enclosures

cc: Superintendent, Lake Roosevelt National Recreation Area

TAKE PRIDE
IN AMERICA 



United States Department of the Interior



NATIONAL PARK SERVICE

Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-4807

IN REPLY REFER TO:
C3823 (PWR-CM)

DEC 23 2007

1/28/08

Lyle and Laurel Parker
Dakota Columbia Rentals, LLC
13411 Bluegrouse Lane
Spokane, WA 99224

Re: National Park Service Concessions Contract No. CC-LARO001-92

Dear Mr. and Mrs. Parker:

The National Park Service is continuing the process of issuing prospectuses for new concession contracts. However, as a result of the delays created by the number of expiring permits and contracts, the National Park Service has determined that a one-year extension of your current concession authorization is necessary to avoid interruption of visitor services.

Accordingly, pursuant to Section 403 (11) of Public Law 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter of agreement to the undersigned, your concession authorization is hereby extended to December 31, 2008, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of Public Law 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service you provide.

Please indicate your acceptance of the extension provided by this letter by signing in the space provided below and return the fully-executed letter to this office within 30 days of receipt. A pre-addressed envelope is enclosed for your convenience. A copy of this letter has also been enclosed for your files. If you have any questions, or if we can provide further assistance, please contact Anne Dubinsky Altman, Concessions Program Manager, Pacific West Region, at (510) 817-1366.

Sincerely,

Jonathan B. Jarvis
Regional Director, Pacific West Region

Accepted:

Concessioner

Date

cc: Superintendent, Lake Roosevelt National Recreation Area



SEVEN BAYS MARINA
LAKE ROOSEVELT NATIONAL RECREATION AREA

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service and the Regional Director, Pacific West Region, hereinafter referred to as the "Secretary," and the Colville Tribal Enterprise Corporation, a tribal entity organized and established pursuant to Article 7, Section 1(a) of the Constitution of the Confederated Tribes of the Colville Reservation, adopted by the Confederated Tribes on February 26, 1938, and approved by the Commissioner of Indian Affairs on April 19, 1938, pursuant to Tribal Law, doing business as Roosevelt Recreational Enterprises, hereinafter referred to as the "Concessioner."

W I T N E S S E T H

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-CODA001-92 on July 13, 1992, whereby the Concessioner is authorized to provide services for the public within Lake Roosevelt National Recreation Area, during the period from July 13, 1992, through December 31, 2005; and

WHEREAS, the Concessioner and the Secretary have agreed to amend the contract so as to facilitate improvements in facilities;

NOW, THEREFORE, the parties hereto covenant and agree to and with each other the following:

Concession Contract CC-CODA001-92 is hereby amended effective on the first day of the first full month following the final execution of this amendment, as follows:

I. Delete Section 9(a)(2) of the CONTRACT and add in its place the following:

In addition to the foregoing, a franchise fee equal to ZERO PERCENT (0%) of the Concessioner's gross receipts, as herein defined, for the preceding year or portion of a year.

II. Add to the CONTRACT at Section 9(e) at the end of the first paragraph, the following sentence:

It is agreed that the procedures and timing included in this CONTRACT for the periodic reconsideration of franchise fees shall apply also to the Capital Account added to this CONTRACT at Section 9.1.

III. Add to the CONTRACT a new SECTION as follows:

SEC. 9.1 ACCOUNTS

(a) CAPITAL ACCOUNT (1) As partial consideration for the privileges granted by this CONTRACT, the Concessioner shall establish a "Capital Account" by which it will undertake, on a project basis, improvements which directly support the Concessioner's operations hereunder. Funds in the Capital Account (CA), including interest earned thereon, are to be placed in an interest bearing account in a Federally insured financial institution by the Concessioner. CA funds are not government funds. CA funds shall be used in accordance with Exhibit "E" only for construction of qualified improvements approved by the Superintendent in accordance with project proposals approved by the Pacific West Regional Director.

(a)(2) Improvements paid for with funds from the Capital Account will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out maintenance and repair as required by Sections 4 and 5 of this CONTRACT, or otherwise, from Concessioner funds exclusive of those funds contained in the Capital Account. Funds in the Capital Account shall not be used for purposes for which those Sections would apply. The Concessioner shall have no ownership, Possessory Interest or other interest in improvements made from Capital Account funds.

(a)(3) The Concessioner shall deposit within fifteen (15) days after the last day of each month that the Concessioner operates a sum ("SUM") equal to ONE PERCENT (1%) of the Concessioner's Gross Receipts for the previous month, as defined in this CONTRACT, into an interest bearing account(s) at a Federally insured financial institution(s). The account(s) shall be maintained separately from all other Concessioner funds and copies of monthly account statements shall be provided to the Secretary. An interest charge will be assessed on overdue deposits for each thirty (30) day period, or portion thereof, that the deposit is delayed beyond the fifteen (15) day period provided for herein. The per cent of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.

1 (a)(4) The Concessioner shall submit annually, along with the required Annual Financial Report and subject
2 to the auditors opinion required on the Annual Financial Report, a statement reflecting total activity in
3 the Capital Account for the preceding accounting year. The statement shall reflect all deposits, all
4 withdrawals identified by project or other purposes, and all interest earned.
5

6 (a)(5) Advances or credits to the Capital Account by the Concessioner are not permitted. Projects will be
7 carried out by the Concessioner as the Superintendent shall direct in writing and in advance of any
8 expenditure being made. For all expenditures made for each project from Capital Account funds, the
9 Concessioner shall maintain auditable records including invoices, billings, canceled checks, and other
10 documentation satisfactory to the Secretary.
11

12 (a)(6) Upon the expiration or termination of this CONTRACT, or upon assignment or sale of interests related
13 to this CONTRACT, the unexpended balance remaining in the Capital Account shall, at the direction of the
14 Secretary, be expended by the Concessioner for approved Projects, transferred to a successor concessioner,
15 or, shall be remitted by the Concessioner to the Secretary in such a manner that payment shall be received
16 by the Secretary within fifteen (15) days after the last day of the Concessioner's operation.
17

18 Any payment remitted to the Secretary under this sub-section and consisting of \$10,000 or more shall be
19 deposited electronically by the Concessioner using the Treasury Financial Communications System. An
20 interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof,
21 that payment is delayed beyond the fifteen (15) day period provided for herein. The percent of interest
22 charged will be based on the current value of funds to the United States Treasury which is published
23 quarterly in the Treasury Fiscal Requirements Manual.
24

25 IV. Add to the CONTRACT a new exhibit, Exhibit E, Account Control Procedure, attached.
26
27

28 IN WITNESSETH WHEREOF, the parties hereto have subscribed their names.
29

30 Executed at San Francisco, California, this 26 day of June, 1997.
31

32 ROOSEVELT RECREATIONAL ENTERPRISES

UNITED STATES OF AMERICA

33 BY: Wendell George
34
35
36

37 BY: [Signature]
38 Regional Director Pacific West Region
39
40

41 ROOSEVELT RECREATIONAL ENTERPRISES ATTEST:
42
43
44

45 BY: _____
46 NAME: WENDELL GEORGE
47 TITLE: CEO
48
49 DATE: _____
50
51

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

--ooOoo--

SEVEN BAYS MARINA

LAKE ROOSEVELT
~~COULEE DAM~~ NATIONAL RECREATION AREA

--ooOoo--

CONTRACT NO. CC-~~80DA001~~^{LAR0001}-92

EXECUTED *July 13, 1992*

COVERING THE PERIOD

Date of Execution Through December 31, 2005

CONCESSION CONTRACT

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EXHIBITS

1. Exhibit A	Government-Owned Structures
2. Exhibit B	Nondiscrimination
3. Exhibit C	Concessioner Improvements
4. Exhibit D	Building Replacement Cost for Insurance Purposes

NATIONAL PARK SERVICE
CONCESSION CONTRACT
COULEE DAM NATIONAL RECREATION AREA

CORPORATION

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and the Colville Tribal Enterprise Corporation, a tribal entity organized and established pursuant to Article 7, Section 1(a) of the Constitution of the Confederated Tribes of the Colville Reservation, Washington, adopted by the Confederated Tribes February 26, 1938, and approved by the Commissioner of Indian Affairs April 19, 1938, pursuant to Tribal Law, doing business as Roosevelt Recreational Enterprises, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS Coulee Dam National Recreation Area is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS the accomplishment of these purposes requires that facilities and services be provided for the public visiting the area and that all private interest shall be excluded except so far as may be necessary for the accomplishment of said purposes, including accommodation of the public; and

WHEREAS the United States has not itself provided such necessary facilities and services and desires the Concessioner to establish and operate the same at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS the establishment and maintenance of such facilities and services involves a substantial investment of capital and the assumption of the risk of operating loss, it is therefore proper, in consideration of the obligations assumed hereunder and as an inducement to capital, that the Concessioner be given assurance of security of such investment and of a reasonable opportunity to make a profit; and

WHEREAS pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20), and other laws supplemental thereto and amendatory thereof, the said parties agree as follows:

SEC. 1. TERM OF CONTRACT. This contract shall supersede and cancel Concession Permit No. CP-CODA001-87 and shall be from the DATE OF EXECUTION through December 31, 2005.

The Concessioner shall undertake and complete an improvement and building program costing not less than \$1,000,000, as adjusted per project to reflect par value in the year of actual construction in accordance with the appropriate indexes of the Department of Commerce's "Construction Review."

It is agreed that such investment is consistent with Section 3(a) hereof. Such improvement and building program shall include:

1. Construction of a Land-Based Fuel System. This project has been completed at a cost of \$82,148.
2. Site Excavation & Development, including Landscaping & Parking Lot. This project has been completed at a cost of \$265,910.
3. Construction of Retail Store/Complex to include but not necessarily be limited to food service, general merchandise, groceries, marina/camper supplies, office space; and include furniture, fixtures, and equipment. This project has been completed at a cost of \$375,263.
4. Construction of Sewage System. This project has been completed at a cost of \$120,000.
5. Expansion of Rental Docks, including 50 Slips, Fuel Dock, and Miscellaneous Moorage. This project has been completed at a cost of \$454,434.

The Concessioner shall start said program, at the option of the Secretary, only after approval of plans and specifications for each phase and project. The Concessioner shall provide the Secretary with such evidence or documentation, as may be satisfactory to the Secretary, to demonstrate that such program is being carried forward and available for public use no later than one year after being notified to proceed.

At the discretion of the Secretary, after consultation with the Concessioner, the investment required in the improvement and construction program may be shifted between projects, or to new projects, as the Secretary determines necessary and appropriate.

The Concessioner may, at the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of the improvement program for such stated periods as the Secretary may deem proper upon written application by the Concessioner showing circumstances beyond its control warranting such relief.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES. (a) The Secretary requires and hereby authorizes the Concessioner during the term of this contract to provide accommodations, facilities, and services for the public at Seven Bays Marina within Coulee Dam National Recreation Area as follows:

REQUIRED AND AUTHORIZED

- 1). Boat Moorage and Facilities
- 2). Houseboat and Boat Rental
- 3). Retail Facilities and Services, which will include, but not necessarily be limited to, grocery items, general merchandise, camper and fishing supplies, snack/fast foods, gifts.
- 4). Floating Docks and Slips
- 5). Marine Fuel and Oil
- 6). Boat Sewage Pumpout at no charge to the boating public.

AUTHORIZED SERVICES

- 1). Marine Repair Facilities and Services
- 2). Dry Storage Facilities
- 3). Automobile Gas and related services.

The Concessioner may provide services incidental to the operations authorized hereunder at the request of the Secretary.

(b) The Secretary reserves the right to determine and control the nature, type, and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Operations

under this contract and the administration thereof by the Secretary shall be subject to the laws of Congress governing the area and the rules, regulations, and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to the United States Public Health Service requirements. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

SEC. 3. PLANT, PERSONNEL, AND RATES. (a)(1) The Concessioner shall maintain and operate the said accommodations, facilities, and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor, provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations hereunder commensurate with the capital invested and the obligations assumed.

(2) All rates and prices charged to the public by the Concessioner for accommodations, services, or goods furnished or sold hereunder shall be subject to regulations and approval by the Secretary. Reasonableness of rates and prices will be judged primarily by comparison with those currently charged for comparable accommodations, services, or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, average percentage of occupancy, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner will provide federal employees conducting official business reduced rates for lodging, essential transportation, and other specified services in accordance with procedures established by the Secretary.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(3) The Concessioner shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, except that a Concessioner engaging in activities on or near an Indian Reservation may give preference in hiring to Indians consistent with 42 USC 2000e-2(i) of Title VII of the Civil Rights Act of 1964 as implemented in applicable Department of Labor regulations, (b) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (c) 41 CFR, Part 60-2, which prescribes affirmative action requirements for contractors and subcontractors, (d) the Age Discrimination in Employment Act of December 15, 1967, (P.L. 90-202), as amended by P.L. 95-256 of April 6, 1978, and (e) the Architectural Barriers Act of 1968 (P.L. 90-480), which requires government contractors and subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals and to make facilities accessible to or usable by handicapped persons so that they will not be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance or under any program or activity conducted by an Executive agency or by the United States Postal Service. The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment and use of their facilities. Regulations heretofore promulgated are set forth in Exhibit "B" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS. (a) The Secretary hereby assigns for use by the Concessioner during the term of this contract, certain parcels of land and Government Improvements, if any, (as described in Exhibit "A" hereto) necessary to conduct the operations authorized hereunder. The Secretary reserves the right to withdraw such assignments or part thereof at any time during the term of this contract if, in his judgment, (1) such withdrawal is necessary for the purpose of protecting visitors or area resources, or (2) the operations utilizing such assigned lands are terminated pursuant to Section 11 hereof. Any permanent withdrawal of assigned lands or improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination pursuant to Section 11 hereof. The Secretary shall

compensate the Concessioner for any possessory interest in such withdrawn properties at book value as described in Section 12 hereof, or, in the event that Concessioner Improvements in which the Concessioner has a possessory interest are to be replaced by the Concessioner within the area, in accordance with fair value compensation for possessory interest described in subsection 12(b) hereof.

(b) "Government Improvements" as used herein means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, if any, constructed or acquired by the government and provided by the government for the purpose of this contract. The Concessioner shall have a possessory interest in improvements it makes to Government Improvements. In the event that such possessory interest is acquired by the government or a successor Concessioner at any time, the Concessioner will be compensated for such possessory interest pursuant to Section 12 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the area and the government services therein.

(d) The Concessioner may construct or install upon the assigned lands such buildings, structures, and other improvements as are necessary for the operations required hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project, as well as the location, plans, and specifications thereof, will be reviewed in accordance with the provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966.

(e) If during the term hereof a Government Improvement requires major repairs and/or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair, such capital investment shall be borne by the Concessioner. Such expenditures shall be consistent with a reasonable opportunity for the Concessioner to realize a profit on its operations. Where capital improvements to Government acquired or constructed facilities supporting the concession operation, including roads, parking, and utility systems, are determined by the Secretary to be necessary and economically feasible for the accommodation of park visitors they shall be made by the Concessioner. If the Secretary determines that the required improvements are necessary but economically infeasible for the Concessioner, such improvements may be made by the National Park Service subject to the availability of appropriated funds.

(f) The lands assigned herein are subject to the Columbia Basin Project (hereinafter Project), 16 U.S.C. Sec. 835, and subject at any time to use for Project purposes. Irrigation, navigation and hydroelectrical requirements may cause sudden draw downs of Lake Roosevelt and fluctuations in the lake elevation. The concessioner shall not be allowed compensation for the loss use of the assigned lands or for damages and/or such fluctuations or by Project operations.

SEC. 5. MAINTENANCE. Subject to Section 4(e) hereof, the Concessioner will physically maintain and repair all facilities (both Government and Concessioner's Improvements) used in the operation hereunder, including maintenance of assigned lands and all necessary housekeeping activities associated with the operation to the satisfaction of the Secretary. In order that a high standard of physical appearance, operations, repair and maintenance be maintained, appropriate inspections will be carried out jointly by the Secretary and the Concessioner.

SEC. 6. CONCESSIONER'S IMPROVEMENTS. (a) "Concessioner's Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this contract (excluding improvements made to Government Improvements by the Concessioner), as follows: (1) such improvements upon the lands assigned at the date hereof as described in Exhibit "C" hereto; and (2) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary. Concessioner's Improvements do not include any interest in the land upon which the described structures are located.

(b) The Concessioner shall have a possessory interest in all Concessioner's Improvements recognized by this contract. Possessory Interest shall consist of all incidents of ownership except legal title, which shall be vested in the United States. However, such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity and the use or enjoyment of any structure, fixture, or improvement in which the Concessioner has a possessory interest shall be wholly subject to the applicable provisions of this contract and to the laws and regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of this contract and may not be terminated or taken for public use without just compensation as determined in accordance with Section 12. Wherever used in this contract, "possessory interest" shall mean the interest described in this paragraph. Performance of the obligations assumed by the Secretary under Section 12 hereof shall constitute just compensation with respect to the taking of a possessory interest in the circumstances therein described.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the area and the government services therein.

(d) Any salvage resulting from the authorized removal, severance, or demolition of a Concessioner's Improvement, or any part thereof, shall be the property of the Concessioner.

(e) In the event that a Concessioner's Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner shall promptly, upon the request of the Secretary, restore the site as nearly as practicable to a natural condition.

SEC. 7. UTILITIES. (a) The Secretary shall furnish utilities to the Concessioner for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Secretary at his discretion and which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Secretary in effect at the time of billing.

(b) Should any such service not be available or sufficient, the Concessioner may, with the written approval of the Secretary and under such requirements as shall be prescribed by him, secure the same at its own expense from sources outside the area or may install the same within the area subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on federal lands shall be acquired at its expense in accordance with any applicable state procedures and state law. Such water rights, upon expiration or termination of this contract for any reason, shall be assigned to and become the property of the United States without compensation.

(2) Any service provided by the Concessioner under this section shall, if requested by the Secretary, be furnished to the government to such an extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the government for such service shall be approximately the average cost per unit of providing such service.

(3) All appliances and machinery to be used in connection with the privileges granted in this section, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS.

(a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than SIXTY (60) days after the 31st day of December, a financial statement for the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. If annual gross receipts are in excess of \$1 million, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000 and \$1 million, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable.

The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the contract, and for such time thereafter as may be necessary to accomplish such verification.

(b) Within ninety (90) days of the execution of this contract or its effective date, whichever is later, the Concessioner shall submit to the Secretary a balance sheet as of the beginning date of the term of this contract. The balance sheet shall be audited by an independent certified public accountant or by an independent licensed public accountant, certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970. The balance sheet shall be accompanied by a schedule that identifies and provides details for all assets in which the Concessioner claims a possessory interest. The schedule must describe these assets in detail showing for each such asset the date acquired, useful life, cost and book value.

(c) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of five (5) calendar years after the close of business year of the Concessioner and any subconcessioner, have access to and the right to examine any of the pertinent books, documents, papers, and records related to this contract, including federal and state income tax returns.

SEC. 9. FRANCHISE FEE. (a) For the term of this contract, the Concessioner shall pay to the Secretary for the privileges granted herein as follows:

(1) An annual fee for the use of any Government Improvements utilized by the Concessioner hereunder, if any. Such fee and assigned government buildings to be as set forth in Exhibit "A" hereto, but in no event shall the fee exceed the fair annual value of such Government Improvements as determined by the Secretary.

(2) In addition to the foregoing, a further sum equal to ONE PERCENT (1%) of the Concessioner's gross receipts, as herein defined, for the preceding year.

(b) The franchise fee shall be due on a monthly basis in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "A" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. Overpayments shall be offset against the following year's franchise fees due. All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) An interest charge will be assessed on overdue amounts for each 30-day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(d)(1) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise

made pursuant to the rights granted in this contract, including gross receipts of subconcessioners as hereinafter defined, and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid governmental agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin operated telephones shall be included in gross receipts.

(2) The term "gross receipts of subconcessioners" as used in subsection (d)(1) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 31st day of December of each year. The subconcessioner shall maintain an accurate and complete record of all items listed in subsection (d)(1) of this section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in subsection (a) hereof.

(e) Within one-hundred twenty (120) days after the end of the second year period of this contract, thereafter each five year period, or as otherwise specified, at the instance of either party hereto, the amount and character of the franchise fees provided for in this section will be reconsidered. Such request shall be made in writing within 120 days after the end of the applicable contract year but cannot be made before the end of such year.

In the event that the Secretary and the Concessioner cannot agree upon an adjustment of the franchise fees within 120 days from the date of the request for renegotiation as made by either party, the position of the Concessioner must be reduced to writing within 30 days therefrom and submitted to the Secretary for a determination of appropriate fees consistent with the fair value of any assigned Government Improvements and the probable value to the Concessioner of the privileges granted by this contract based upon a reasonable opportunity for a profit in relation to both gross receipts and capital invested.

If desired by the Concessioner, an advisory arbitration panel will be established (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary appropriate franchise fees. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written determination of the Secretary as to franchise fees shall be final and conclusive upon the parties hereto.

Any new fees established will be retroactive to the commencement of the applicable period for which notice of reconsideration is given and be effective for the remaining term of the contract, unless subsequent negotiations establish yet a different franchise rate.

If new rates are greater than existing rates, the Concessioner will pay all back fees due with the next regular payment. If new rates are less than the existing rate, the Concessioner may withhold the difference between the two rates from future payments until he has recouped the overpayment.

Any new franchise fees will be evidenced by an amendment to the contract, unless based upon the written determination of the Secretary, in which event a copy of the determination will be attached hereto and become a part hereof, as fully as if originally incorporated herein.

SEC. 10. BOND AND LIEN. The Secretary may, at his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon the faithful performance of this contract, in such form and in such amount as the Secretary may deem adequate. As additional security for the faithful performance by the Concessioner of all of its obligations under this contract and the payment to the government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the government shall have at all times the first lien on all assets of the Concessioner within the area.

SEC. 11. TERMINATION. (a) The Secretary may terminate this contract in whole or part for default at any time and may terminate this contract in whole or part when necessary for the protection of visitors or area resources. The operations authorized hereunder may be suspended in whole or in part at the discretion of the Secretary when necessary to protect the health and safety of visitors and employees or to protect area resources. Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies. Termination for default shall be utilized in circumstances where the Concessioner has breached any requirements of this contract, including failure to maintain and operate the required accommodations, facilities, and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination of this contract when necessary for the protection of visitors or area resources or for default, the compensation to the Concessioner for such termination shall be as described in Section 12, "Compensation."

(c) In the event it is deemed necessary to suspend operations hereunder in whole or in part to protect the visitors or resources of the area, the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of service to the public upon the expiration or termination of this contract for any reason, the Concessioner, upon the request of the Secretary, will

- (1) continue to conduct the operations authorized hereunder for a reasonable time to allow the Secretary to select a successor, or
- (2) consent to the use by a temporary operator, designated by the Secretary, of the Concessioner's Improvements and personal property, if any, not including current or intangible assets, used in the operations authorized hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation on such improvement and personal property plus a return on the book value of such improvements and personal property equal to the prime lending rate, effective on the date the temporary operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors or as agreed upon by the parties involved. In this instance the method of depreciation used shall be either straight line depreciation or depreciation shown on Federal Tax Returns.

SEC. 12. COMPENSATION.

(a) Just Compensation: The compensation described herein shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract expiration or termination where operations are to be continued: If for any reason, including contract expiration or termination as described herein, and subject to the limitation on compensation for possessory interest contained in subsection (d) hereof, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the government, (i) the Concessioner will sell and transfer to the successor designated by the Secretary its possessory interest in Concessioner and Government Improvements, if any, as defined under this contract, and all other property of the Concessioner used or held for use in connection with such operations; and (ii) the Secretary will require such successor, as a condition to the granting of a contract to operate, to purchase from the Concessioner such possessory interests, if any, and such other property, and to pay the Concessioner the fair value thereof.

The fair value of any possessory interest in Government Improvements and all Concessioner Improvements in roads, parking lots, utility systems and bay excavation shall be book value, as described in Section 12(c) hereof. In the event that such possessory interest is acquired by a successor, the successor will not be permitted to revalue such possessory interest.

The fair value of possessory interest in Concessioner's Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract. The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value.

The fair value of merchandise and supplies shall be replacement cost including transportation. The fair value of equipment shall be replacement cost less depreciation and obsolescence.

If the Concessioner and the successor, excepting government agencies, cannot agree upon the fair value of any item or items, either party may serve a request for arbitration upon the other party, and the fair value of the item or items in question shall be determined by the majority vote of a board of three arbitrators, selected as follows: Each party shall name one member of such board and the two members so named shall select the third member. If either party fails to appoint an arbitrator within 15 days after the other shall have appointed an arbitrator and served written notice, including the name and address of the arbitrator appointed, upon the other party, then the American Arbitration Association shall be requested by the Secretary to appoint an arbitrator to represent the party failing to make the appointment. The costs and expenses of the arbitrator appointed by the American Arbitration Association to represent the party failing to make the appointment shall be paid for by that party. The two arbitrators so named shall select the third member. If the third member is not selected within 15 days after the appointment of the latter of the other two arbitrators, the American Arbitration Association shall be requested by the Secretary to appoint the third arbitrator. In requesting that the American Arbitration Association appoint an arbitrator in the situations discussed above, the Secretary shall request that the person or persons appointed shall be impartial and specially qualified in commercial and real estate appraisal. The fair value determined by the Board of Arbitrators shall be binding on the parties. The compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute.

If the successor is a government agency and there is a dispute as to the fair value of any possessory interest, or other items, an advisory arbitration panel will be established at the request of the Concessioner (one member to be selected by the Secretary, one by the concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary an appropriate fair value. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written decision of the Secretary as to such fair value will be final and binding upon all parties.

(c) Contract expiration or termination where operations are to be discontinued: If for any reason, including contract expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations,

or substantial part thereof within the area, and/or to abandon, remove, or demolish any of the Concessioner's Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its possessory interest in Concessioner Improvements, and Government Improvements, if any, in the amount of their book value (unrecovered cost as shown in Federal Income Tax Returns); (ii) the cost to the Concessioner of restoring any assigned land to a natural condition, including removal and demolition (less salvage), if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance Where Operations are to be Continued:

Notwithstanding any provision of this contract to the contrary, in the event of termination of this contract for default for failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder, compensation for the Concessioner's possessory interest in Concessioner's Improvements, if any, shall be at book value as described in Subsection 12(c) herein.

(e) Other Compensation: In the event of termination of this contract or portions thereof for the purpose of protecting visitors or area resources, the Concessioner may be compensated (in addition to the applicable compensation described in subsections (b) or (c) above) for such other costs as the Secretary, at his discretion, considers necessary to compensate the Concessioner for actual losses occasioned by such termination, including, but not limited to, and as the needs appear, cost of relocating from one building to another building, reasonable severance pay to employees that may be affected, penalties for early loan repayments, and reasonable overhead expenses required by such termination, but not for lost profit or other anticipated gain from the operations authorized hereunder or anticipated sale or assignment of the Concessioner's assets, including this contract or any of its benefits.

SEC. 13. ASSIGNMENT OR SALE OF INTERESTS. (a)(1) The Concessioner and/or any person or entity which owns a controlling interest (as herein defined) in a Concessioner's ownership (collectively defined as the "Concessioner" for the purposes of this section) shall not assign or otherwise sell or transfer responsibilities under this contract or the concession operations

authorized hereunder, nor sell or otherwise assign or transfer (including, without limitation, mergers, consolidations, reorganizations, or other business combinations) a controlling interest in such operations, this contract, or a controlling interest in the Concessioner's ownership, as defined herein, without the prior written approval of the Secretary. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this contract for which this contract may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 11 hereof, and the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this contract or to own or operate the operations authorized hereunder acquired in violation hereof.

(2) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction described in Subsection (a)(1) above that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request the Secretary's approval of the proposed transaction and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction.

(b)(1) The Secretary, in exercising the discretionary authority set forth herein, shall among other matters, take into consideration the management qualifications of individuals or entities which would thereby obtain an interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the concession operations authorized hereunder in the public interest under the regulation of the Secretary.

(2) For purposes of this section, the term "controlling interest" in a Concessioner's ownership shall mean, in the instance of a corporate concessioner, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the Concessioner so as to permit exercise of substantial managerial influence over the operations of the Concessioner, and, in the instance of a partnership, limited partnership, joint venture, or individual entrepreneurship, any beneficial ownership of the capital assets of the Concessioner sufficient to permit substantial managerial influence over the operations of the Concessioner. The Secretary will determine, at the request of interested parties, whether or not an interest in a Concessioner constitutes a controlling interest within the meaning hereof.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized hereunder or any part thereof without written approval of the Secretary at least 30 days in advance of such transaction.

(d) No mortgage shall be executed and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the Concessioner, including this contract, in the area, shall be issued, except for the purposes of installing, enlarging, or improving, plant equipment and facilities, provided that such assets, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment, and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 14. APPROVAL OF SUBCONCESSION CONTRACTS.

All contracts and agreements (other than those subject to approval pursuant to Section 13 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this contract in whole or part shall be considered as subconcession contracts and shall be submitted to the Secretary for his approval and shall be effective only if approved. However, agreements with others to provide vending or other coin-operated machines shall not be considered as subconcession contracts. In the event any such subconcession contract or agreement is approved, the Concessioner shall pay to the Secretary monthly on the same schedule as is set forth for payment of franchise fees in Section 9 of this contract a sum equal to FIFTY PERCENT (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 15 INSURANCE AND INDEMNITY.

(a). General. The Concessioner shall save, hold harmless, defend, and indemnify the United States of America, its agents and employees for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors, or agents under the contract. The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary.

At the request of the Secretary, the Concessioner shall annually, or at the time insurance is purchased, provide the Secretary with a Statement of Concessioner Insurance and Certificate of Insurance as evidence of compliance with this section and shall provide the Secretary thirty (30) days' advance written notice of any material change in the Concessioner's insurance program hereunder.

The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b). Property Insurance. The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's obligations under this contract and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and assigned Government Improvements in such amounts as the Secretary may require during the term of this contract. Those values currently in effect are set forth in Exhibit "D" to this contract. The exhibit will be revised at least every 3 years, or sooner if there is a substantial increase in values.

Such insurance shall provide for the Concessioner and the United States of America to be named insureds as their interest may appear. Insurance provisions respecting replacement at the "same site" shall be waived. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore, or replace Concessioner and Government Improvements, equipment, furnishings, and other personal property hereunder, as directed by the Secretary. The lien provision of Section 10 shall apply to such insurance proceeds.

(c). Additional Property Damage Requirements--Government Improvements, Property and Equipment.
The following additional requirements shall apply to structures, all or any part of which are "Government Improvements" as defined in Section 4(b).

(1) The insurance policy shall contain a loss payable clause approved by the Secretary which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(2) The use of insurance proceeds for repair or replacement of government structures will not alter their character as government structures and the Concessioner shall gain no possessory interest therein.

(d). Public Liability. The Concessioner shall provide Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate and property damage of at least \$25,000 per occurrence and \$50,000 annual aggregate. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

From time to time, as conditions in the insurance industry warrant, the Secretary reserves the right to revise the minimum required limits.

All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

Specific types of coverages the Concessioner shall purchase and maintain during the term of this contract include Comprehensive General Liability, with extensions which provide Contractual Liability, Liquor Liability, and Watercraft Liability.

The Concessioner shall also obtain the following additional coverages:

a. Automobile Liability

The Concessioner shall provide the following coverages respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No-Fault" coverages, as required by the state of operation.

b. Workers' Compensation

Statutory Workers' Compensation as required in the state of operation, Employers' Liability coverage, Voluntary Compensation endorsement.

SEC. 16. PROCUREMENT OF GOODS, EQUIPMENT, AND SERVICES.

In computing net profits for any purposes of this contract, the Concessioner agrees that its accounts will be kept in such a manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 17. DISPUTES. (a) Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Director, National Park Service, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Concessioner.

The decision of the Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Concessioner mails or otherwise furnishes to the Director a written notification of appeal addressed to the Secretary. In accordance with the rules of the Board of Contract Appeals, the decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

In connection with any appeal proceeding under this clause, the Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute or claim hereunder, the Concessioner shall proceed diligently with the performance of the contract or as otherwise required in accordance with the Director's decision.

Claims shall be considered hereunder only if a notice is filed in writing with the Director within 30 days after the Concessioner knew or should have known of the facts or circumstances giving rise to the claim.

(b) This section does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above; provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of this clause shall not apply to any claim of a precontractual nature nor of a noncontractual nature such as tort claims, nor with respect to discretionary acts or refusals to act by the United States, including but not limited to the establishment of utility rates and rates to the public hereunder and terminations or suspensions of the contract for protection of visitors or area resources, nor to any other discretionary relief or action, nor in relation to action or inaction by the United States in its sovereign capacity. Decisions of the Director, National Park Service, concerning the matters mentioned in this subsection shall be final administrative determinations.

SEC. 18. GENERAL PROVISIONS. (a) Reference in this contract to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have sole negotiating rights to any federal procurement or service contract by virtue of any provision of this contract.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other nonconcession agreements with nonprofit organizations any accommodations, facilities, or services to area visitors which are part of and appropriate to the park interpretive program.

(d) That any and all taxes which may be lawfully imposed by any state or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(f) This contract may not be extended, renewed, or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Washington, D.C., this 13th day of July, 1992.

CONCESSIONER:
Roosevelt Recreational Enterprises

UNITED STATES OF AMERICA:

By _____

By J. M. Ridenour

Title _____

Director
National Park Service

Date 7/13/92

ATTEST:

By _____

Printed Name

Address

EXHIBIT "A"
GOVERNMENT-OWNED STRUCTURES ASSIGNED TO
Roosevelt Recreational Enterprises
Pursuant To
CONCESSION CONTRACT NO. CC-CODA001-92

<u>Building Number</u>	<u>Description</u>	<u>Annual Fee</u>
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N O N E

Total annual amount due pursuant
to subsection 9(a)(1)-----NONE

Approved, effective July 13, 1992

ROOSEVELT RECREATIONAL ENTERPRISES

UNITED STATES OF AMERICA

By 
John R. Morrison
Chief Executive Officer

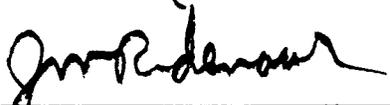
By 
Director
National Park Service

EXHIBIT "B"

NONDISCRIMINATION

SECTION I

REQUIREMENTS RELATING TO EMPLOYMENT
AND
SERVICE TO THE PUBLIC

A. EMPLOYMENT: During the performance of this concession contract, the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract, every government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and

*****Coulee Dam National Recreation Area*****

maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession contract or with any of such rules, regulations, or orders, this concession contract may be cancelled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through (8) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "Contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin, or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II

ACCESSIBILITY

Title V, Section 504 of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general

*****Coulee Dam National Recreation Area*****

public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

PART A

DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or services to beneficiaries of the recipient's program;
6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or

7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving an aid, benefit, or service.

PART B

EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT "C"

"Concessioner Improvements" Utilized By
Roosevelt Recreational Enterprises, pursuant to
Section 6 of
Concession Contract No. CC-CODA001-92

Improvements as Described at Section 6(a) and Located within
Coulee Dam National Recreation Area in Which the Concessioner
Holds a Possessory Interest as Described in Section 6(b):

Description

- Service Dock, Access Ramp, and
Two Marina Gasoline Tanks (12,000 gallon) and
Dispensing Equipment
- Store/Restaurant (4,400 sq. ft.) with Utility Hookups
- Site Excavation/Parking Lot Surfacing

Exhibit "C" approved, effective July 13, 1992.

ROOSEVELT RECREATIONAL ENTERPRISES

UNITED STATES OF AMERICA

By 
John R. Morrison
Chief Executive Officer

By 
Director
National Park Service

EXHIBIT "D"

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

CONCESSIONER: Roosevelt Recreational Enterprises

CONCESSION CONTRACT NO. CC-CODA001-92

The replacement costs set forth herein are established for the sole purpose of ensuring adequate property insurance coverage and shall not be construed as having application for any other purpose.

I. GOVERNMENT BUILDINGS

Building Number	Description	Insurance Replacement Value
--------------------	-------------	--------------------------------

N O N E

II. CONCESSIONER IMPROVEMENTS

<u>Description</u>	<u>Insurance Replacement Value</u>
Land-Based Marine Gasoline Service Facility, with two 12,000 gallon Storage Tanks and Dispensing Equipment	\$ 82,148
Store/Restaurant Building	375,263
Rental Boat Docks/Slips; with utility hookups, Fuel Dock, Miscellaneous Moorage, Access Ramp	<u>454,434</u>
TOTAL-----\$911,845	

Exhibit "D" approved, effective July 13, 1992.

ROOSEVELT RECREATIONAL ENTERPRISES

UNITED STATES OF AMERICA

By [Signature]
John R. Morrison
Chief Executive Officer

By [Signature]
Director
National Park Service

ACCOUNT CONTROL PROCEDURE

INTRODUCTION

For the purposes of this Exhibit, the term "Superintendent" hereinafter will refer to the "Superintendent or his/her designee." The term "Concessioner" hereinafter will refer to the Concessioner.

This document is about the use of funds. The source of these funds is established in the contract language at section 9.1.

The Capital Account (CA) is to be used to rehabilitate or construct facilities which directly support concessioner services authorized and/or required under this contract. Examples of appropriate facilities would include lodging, restaurants, gift shops or service stations, as well as concessioner support facilities necessary for the functioning of the primary visitor facilities (such as utility systems, administrative offices, and repair shops). Improper uses would include construction or repair of government visitor facilities (visitor centers, interpretative facilities, entrance stations, restrooms, roads, parking lots, etc.) and government support facilities (employee housing, maintenance buildings, administrative buildings, capital infrastructure such as sewer and water systems, etc.). Expenditures from special account funds may be made only for concessioner visitor service and facility projects constructed upon park land assigned to the concessioner for use in providing the visitor service and facilities authorized by the concession contract. Expenditures for projects on other park lands or for other purposes are unlawful. The CA is for "projects" and is established as a contract obligation. There is no possessory interest accrued by the Concessioner for improvements made by these accounts. Building use fees shall be established or adjusted as appropriate when affected by improvements made using these funds.

Funds in the CA can be invested in various instruments in advance of being used to carry out the concessioner's obligations under the contract. Whatever the method selected to hold the funds pending project work beginning, the parties to this contract agree that all funds will either be held in an account(s) insured by the Federal Deposit Insurance Corporation or a similar insuring activity of the Federal government or all investment instruments will be notes, bills, and bonds issued by the United States Treasury which shall be whole instruments including both principal and interest (no derivative instruments) and which shall be directly backed by the full faith and credit of the United States of America.

The funds in the CA will be held in a separate account(s) established by the concessioner to carry out concessioner obligations under this contract.

Deposits shall be made into the CA account(s) established by the Concessioner to carry out the purposes of the contract. Deposited funds do not become Government funds. Any interest earned on CA balances, becomes an addition to the balance of the CA.

Concessioners are responsible for reporting or ensuring the reporting of CA activity each month and for annually filing, as part of their Annual Financial Report, the schedules that may be required by the Secretary.

The Concessioner shall not be paid or reimbursed in any way for account management. However, account management expenses incurred by third parties in accordance with an account management agreement and with the written approval, in advance, of the Regional Director, may be considered as account expenses.

The Concessioner may, with the approval of the Superintendent, be allowed to charge the CA for actual expenses incurred, in an amount not to exceed ten percent (10%) of approved project expenditures, for reasonable concessioner administrative costs directly associated with carrying out individual projects. The concessioner shall provide a detailed listing of each cost incurred to the Superintendent who shall determine the reasonableness and appropriateness of such expenses prior to their being allowed.

The CA is not to be used for the payment of routine maintenance and operating expenses of the Concessioner. Additionally, they are not to be used for maintenance of government property not assigned to the Concessioner or for government projects or activities not directly related to the provision of the involved concessioner's services.

CA funds are not to be used to pay or otherwise reimburse or credit concessioner annual operating costs or government appropriation accounts.

The contracts entered into by the Concessioner (or others should that be authorized) to undertake projects are private contracts, not government contracts, issued at an arm's length to obtain the best contract price possible. The Concessioner shall not, directly or indirectly, enter into any arrangement or agreement whereby it receives money or other benefits from the contractor.

The Superintendent may require that the CA fund the cost of an independent, third party construction supervisor/inspector to represent the interests of the Government on any project where the Superintendent feels that would be cost effective and necessary to the sound administration of the project.

The Concessioner shall ensure that a Builders Risk Form insurance policy is in effect during the construction. The type and amount of insurance will be approved in writing by the Superintendent. This policy is an appropriate expenditure from the CA.

In the event of any inconsistency between this Exhibit and the main body of the concession contract, the contract shall prevail.

POLICY FOR USE OF THE CAPITAL IMPROVEMENT ACCOUNT

The contract includes specific provisions establishing a Capital Account (CA) describing its purpose or principal goals.

In every case, the Improvement involved must be assigned to the concessioner for either exclusive or non-exclusive use by the concessioner in carrying out the obligations of the Concession Contract. Such assignment should be made by modification of the applicable Exhibit of the contract including a map.

CA projects include project planning, design, and construction of new buildings and infrastructure, rehabilitation of existing buildings and related infrastructure, demolition of old facilities, and site restoration.

The proper use of a CA is to undertake nonrecurring projects of significant capital improvement to real property. It is not for cyclic or routine maintenance of facilities. The CA may not be used for acquisition, lease or maintenance of personal property.

The CA may not be used for any building or facility encumbered by a possessory interest unless such possessory interest is defined in fixed dollar amounts and valued for any compensation purposes at the depreciated book value of those fixed dollar amounts. Similar work on any other Concessioner Improvements must be funded separately by the Concessioner.

Appropriate CA expenses would include major capital expenditures such as foundation, building frame, window frame replacement, sheathing, subfloors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roofing, and similar. Projects could also include additions to buildings.

The account would not be appropriate for the operating costs of building systems or for minor adjustment and repair that would be the usual, routine responsibility of the concessioner.

The account would not be appropriate for decorating costs, furniture, or periodic re-carpeting or other cosmetic work necessary. Neither would the account be appropriate for cleaning or landscaping care or similar routine upkeep activity.

The CA would not be appropriate for seasonal opening and closing costs.

Decisions are based on the facts of the particular situation. However, appropriate expenditures should typically be non-recurring within a five-to-seven year time frame.

PROJECT NOMINATION AND APPROVAL

1. Spending money from the CA requires a coordinated effort between the concessioner and the Superintendent. Projects must be proposed, prioritized, approved, bid and accomplished with an orderly process that ensures accountability.

2. The National Park Service staff and/or the Concessioner may submit proposals to the Superintendent for the use of the CA using a format established by the Superintendent for "**Account Project Nomination**" (a standard control form). It is intended that a nomination form be the first step in the development of a project file.

3. The Superintendent will establish an Account Committee (AC) to review and recommend approval/disapproval of project nominations. The committee will include at least the Park's Concession Management Specialist and will also include other staff members deemed appropriate by the Superintendent. The Chair will be the park's lead concession operative unless a different appointment is made by the Superintendent. The Superintendent will establish a process to review and approve/disapprove project nominations based on but not limited to the following:

- Applicable Laws and regulations
- NPS Policies
- Concession Contract and Amendments Including the Appropriateness of the Project Given the CA Purposes Stated in this Exhibit
- Operating and Maintenance Plans
- Need, based on resource impacts or human risk factors
- Compliance with NPS planning documents
- Other applicable factors

Upon completion of the review, the AC will prepare a record of the evaluation and a recommendation for approval/disapproval by the Superintendent. The documentation will be placed in the "**Project Statement**" (a standard control form).

4. Regional Director approval is required before projects can be advanced for implementation. This review is to consider the appropriateness of each project for accomplishment through the GIA. It is not expected, at this point in the process that projects will have more than a rough estimate for a budget.

5. The **Project Statement** will guide and document each project's implementation through completion. This Statement will contain the following: justification, specific proposal, scope of work, design responsibility, proposed project schedule and compliance requirements. The Project Statement will be signed by the Superintendent and the Concessioner's authorized representative. The signed Project Statement constitutes official authority for the Concessioner to begin work on the project.

The Project Statement will provide a chronological audit trail of the project's decision making activity including meetings, inspections, change orders, etc., from nomination to project completion. Support documents will be maintained in the Project File or reference in the Project Statement where related documents can be found.

SPECIFICATIONS, DESIGN, AND BIDDING

1.(a) Work funded by the CA is to be accomplished through competitive contracts.

1.b. Construction work will not be done by concessioner employees unless the Superintendent determines that there are unusual circumstances that make such work both advantageous and able to be managed effectively. Concessioners may use sole-source contracts only with the prior approval of the Superintendent.

1.c. Concessioner and NPS employees may not bid as independent contractors, or be employed by the contractor for CA projects.

1.d. The Concessioner shall not directly or indirectly, enter into any contract whereby it benefits directly or indirectly through the transfer of funds or other benefits from a CA project contractor.

1.e. Exceptions to these policies may be granted in writing by the Superintendent on a case-by-case basis when there are unusual circumstances, clear advantages to the government, and adequate controls.

2. The Concessioner will develop a project description sufficient to secure an architect, engineer, or construction contractor. These will be reviewed and authorized in writing by the Superintendent.

3. Plans and specifications will be prepared by the Concessioner and will follow NPS-10, NPS-48, and NPS-70. When design is involved in a project, the designs will be reviewed by the Superintendent as appropriate to the project, such as 50%, draft 100% completion, etc. Appropriate time should be allowed for design review, by appropriate NPS staff at park, region, or service center, or by independent consultants.
4. Once plans and specifications are approved, the Concessioner will prepare to advertize or otherwise solicit or secure estimates or bids for the project.
5. For each project, the package for bidding or estimating will include at least the plans and specifications, the General Provisions, and a draft contract or agreement under which the work will be carried out and that has been reviewed and approved by the Superintendent. If lodging and/or meals are provided by the Concessioner as part of the contract, the contract must include this provision and rates. If you are not doing a construction project, prepare an appropriate package for that action and determine how to proceed to bid or otherwise secure cost estimates.
6. If the project is bid, the Concessioner will receive, open, and evaluate project bids.
7. The Concessioner will recommend and justify a contractor from among the bidders or from other sources if a bid process was not used. This recommendation will be accepted/rejected by the Superintendent in writing. Once confirmation has been issued, the Concessioner is authorized to sign a contract and proceed with the project.
8. At this time, the Concessioner will submit to the Superintendent an estimate of the final budget and time schedule for the project.
9. At appropriate intervals the Concessioner will submit to the Superintendent a project progress report enumerating project costs, with invoices, certificates, and other documentation, work accomplished to date.
10. Change orders on project contracts require approval in writing from the Superintendent.
11. Upon certification from the contractor that a project is complete, the project will be inspected jointly by the Concessioner and the Superintendent. The project will not be accepted by the Concessioner until authorized in writing by the Superintendent.
12. Upon project completion, the Concessioner will submit to the Superintendent a project completion report including total project costs, warranties, service manuals, other similar documents, and as-built drawings of the project in the form specified. Invoices, certificates, and other

documentation related to the final segment of work accomplished shall accompany the report and be the basis for final payment of the contractor. Final payment to the contractor and final reimbursement to the concessioner for administrative costs shall not be made until the project has been accepted in writing by the Superintendent. The Concessioner is required to submit a summary of administrative costs for the project.

CONCESSIONER

UNITED STATES OF AMERICA

BY: Wesley George

BY: [Signature]

TITLE: President & CEO

Field Director
Pacific West Field Area
National Park Service

DATE: 7/3/97

DATE: 7/3/97

MAINTENANCE PLAN
SEVEN BAYS MARINA
COULEE DAM NATIONAL RECREATION AREA

This Maintenance Plan shall serve as a supplement to Concession Contract No. CC-CODA001-92 between ROOSEVELT RECREATIONAL ENTERPRISES and Coulee Dam National Recreation Area. In the event of disagreement or misunderstanding, the concession contract will prevail.

The National Park Service will conduct periodic inspections to evaluate operational and physical plant conditions and will provide an inspection report to the Concessioner. By reference, the standards for the operation, appearance, and maintenance of facilities as required by NPS-48, "Concessions Guideline", are incorporated herein. Any repair, modification, or rehabilitation must be approved by the Superintendent. All applicable local, state, and federal codes and regulations will be adhered to.

Maintenance is considered to be all work necessary to continue routine upkeep of equipment and facilities such as repair, stabilization, renovation, and replacement of parts. Any rehabilitation or modification, including improvements that would result in a possessory interest (see Sections 4 and 5 of the contract), must be approved by the Superintendent. The Concessioner is expected to identify and direct the implementation of a routine maintenance program without waiting for the NPS evaluation to identify problem areas.

Concessioner Land Assignment Map is attached pursuant to Section 4 of the contract.

The Concessioner hereby agrees to maintain and manage all concession facilities used in the operation of Seven Bays Marina on a year-round basis in accordance with the following maintenance conditions.

This plan will remain in effect until superseded or amended after consultation with the Concessioner.

CONCESSIONER RESPONSIBILITIES

Grounds

1. Provide daily litter and debris pickup within assigned area, including grounds, roads, sidewalks, shoreline and parking lots.
2. Excess building material and supplies will be properly stored to provide minimum visual impact.
3. Drainage structures and surface trenches installed by NPS shall be kept free-flowing by the Concessioner.

4. All garbage/refuse will be properly stored in sanitary receptacles ready for collection on a regular basis.
5. Grasses will be mowed and shrubs trimmed and watered to provide an acceptable public appearance.
6. Maintain and repair all fences, outdoor lighting and watering devices within assigned area.

Buildings/Structures/Watercraft

1. Maintain and repair all Concessioner-owned buildings, structures, walkways including rental boats and docks.
2. Provide all interior/exterior painting, staining, varnishing and application of other protective coatings as needed, depending upon condition. Colors will be approved by the Superintendent.
3. During the period of operation, provide all daily housekeeping and routine cleaning, i.e. floors, etc.
4. Maintain, repair and/or replacement of heating, plumbing, electrical systems and fixtures, as needed.
5. Maintain and repair log boom or other marina-type entrance.
6. Correct all safety deficiencies.

Gasoline System

1. Maintain and repair the marine fueling facilities and distribution system.
2. Marina operations must have on-site and ready-for-use materials designed to contain and pickup fuel spills.

Hazardous Waste

Marina operations are required by Federal Regulations (Code 40, Part 112) to have on-site, a written Spill Prevention Control and Countermeasures Plan, certified by a Registered Engineer and approved by the Superintendent.

Signs

Provide, install and maintain all Concessioner signs relating to operations and facilities. All signs are to be compatible with NPS sign standards and approved by the Superintendent.

Water

Maintain and repair all water feed lines within and from Concessioner-owned structures to point of connection with Seven Bays Estates water delivery system. Winterization and freeze protection is a Concessioner responsibility.

Sewer

1. Construct, operate and maintain sewerage system within and from all Concessioner-owned structures, to and including the disposal field, in compliance with state, county, and U.S. Public Health Service requirements.
2. Plans and specifications for new construction and/or modification must have prior approval by the Superintendent.

Electrical

Maintain, repair and/or replace all service panels and all electrical lines to the metering point supplying power. The Lincoln County PUD will only maintain electrical lines to the transformer.

Fire Protection

1. Maintain, repair and/or replace all safety devices and appurtenances, including but not limited to, the pumper boat, fire extinguishers, fire hoses, emergency lighting, smoke or heat detection systems, sprinkler systems, exit signs and other fire control devices or equipment.
2. Inspect and service all appropriate systems on an annual basis in accordance with National Fire Protection Association standards.
3. Store and dispense flammable liquids and gasoline per applicable codes.

Roads and Parking Lots

Maintain and repair Concessioner-constructed roads, parking lots and spur roads including associated blacktop, drainage systems, wheelstops/curbs up to their connection with NPS roadways.

NATIONAL PARK SERVICE RESPONSIBILITIES

Water and Sewer

- 1. Assist with the location and identification of water line and sewer line breaks, and make necessary repairs, if NPS responsibility.
- 2. Responsible for all water sampling as prescribed by the U.S. Public Health Service.

Other Utilities

Electrical power, underground power lines, and distribution equipment will be provided by the local PUD. The NPS is not responsible for power outages and losses and is not responsible for providing alternative or backup power.

Signs

Provide all necessary traffic control and informational signs that serve the recreation area, exclusive of Concessioner operational signs.

Roads, Parking Lots, Public Launch Ramp

- 1. Maintain and repair NPS constructed main access roadways and parking lots including associated blacktop, curbs/wheelstops and drainage systems.
- 2. Maintain and repair the public launch ramp and facilities associated with it.

Fire Protection

Provide and maintain all fire hydrants, hoses and hoseboxes.

Roosevelt Recreational Enterprises

Coulee Dam National Recreation Area

By [Signature]

By Amy J. Kruger

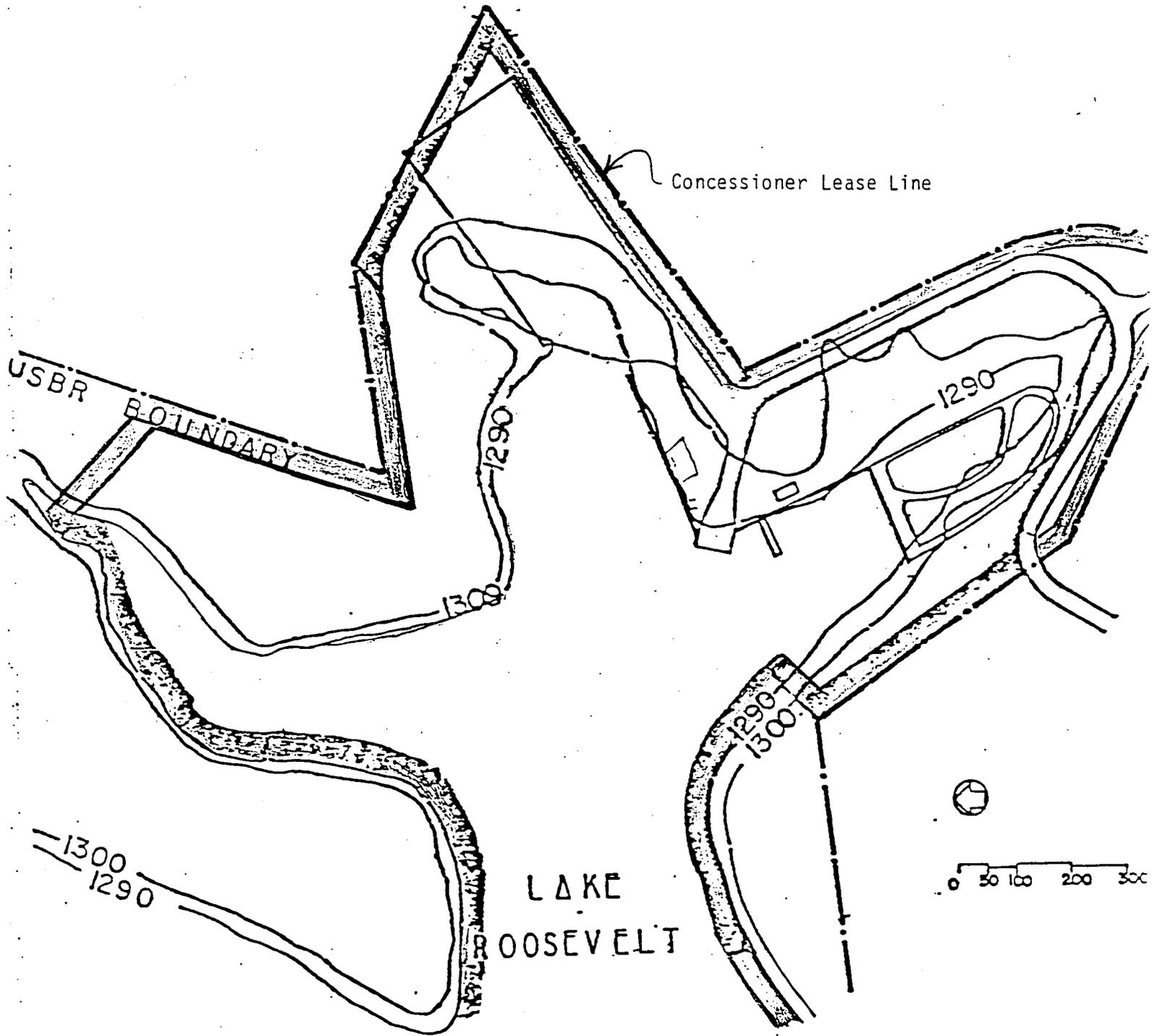
Title [Signature]

Title Superintendent

Date [Signature]

Date 2/19/92

LAND IS ASSIGNED IN ACCORDANCE WITH SECTION 4(a) AND AS DESCRIBED ON THIS MAP.



OPERATING PLAN
SEVEN BAYS MARINA
COULEE DAM NATIONAL RECREATION AREA

This Operating Plan shall serve as a supplement to Concession Contract No. CC-CODA001-92 between ROOSEVELT RECREATIONAL ENTERPRISES and Coulee Dam National Recreation Area. In the event of disagreement or misunderstanding, the concession contract will prevail.

This plan will remain in effect until superseded or amended after consultation with the Concessioner.

I. MANAGEMENT AND OPERATIONS

A. Concessioner

Operations and management of the marina will be under the direction of the designated site Manager. The on-site Manager will be available at all times during business hours. In the absence of the Manager, the Assistant Manager or responsible supervisor designated to act for the Manager will be available on-site.

B. Superintendent

(1) The Superintendent is responsible for total park operations and for assuring adequate services to the public through concession operations.

(2) The Superintendent's designee is responsible for monitoring all concessions functions and activities.

II. SCOPE AND QUALITY OF SERVICES

A. All aspects of the marina operation will be guided by NPS-48, "Concessions Guideline," incorporated herein by reference. The Concessioner will maintain a high-quality facility consistent with these standards along with recognized standards of the hospitality and marina industry.

B. The Concessioner will comply with provisions of the contract, Maintenance Plan, and current public health and safety regulations.

III. SECURITY AND PROTECTION

A. National Park Service

(1) Responds to all fires in concession facilities and grounds upon notification with available manpower.

(2) Provides and maintains all fire hydrants, hoses, and appurtenances.

(3) Responds to emergencies upon notification involving public safety, civil disturbances and violations of the law.

(4) Investigates visitor and employee accidents.

B. Concessioner

(1) Provides and maintains (within designated area) fire extinguishers, smoke alarms, first aid equipment and supplies.

(2) Provides security coverage of all buildings.

(3) Assures employees are trained to respond to on-site fires and emergencies and provides initial response.

(4) Reports all concession-related accidents to the National Park Service.

(5) Supply and maintain a fire boat for fires at all docks and ensures employees working at the fuel dock are trained in its operations.

IV. SEASON OF OPERATION

A. Concessioner

(1) The Concessioner will annually submit to the Superintendent for approval, at least four (4) weeks in advance, proposed opening and closing dates and operating hours.

(2) The marina and all support facilities will be open from mid-May through mid-October, seven (7) days a week.

(3) The marina fueling facility will be open year-round with off-season refueling available during daylight hours.

(4) The Concessioner may offer off-season services as determined by visitor need and demand.

B. Superintendent

(1) The Superintendent will approve, disapprove, or modify the season and hours of operation and will inform the Concessioner in writing of his reasons.

(2) Hours/opening/closing dates may be adjusted with approval of the Superintendent in the event of visitor need or demand, emergencies, or unforeseen changes in the weather.

V. PUBLIC INFORMATION AND ADVERTISING

(1) The National Park Service encourages the Concessioner to provide interpretive material to their guests through the sale of publications, distribution of literature and information about the park.

(2) The National Park Service agrees to provide the Concessioner with a list of recommended publications for sale, copies of park distributions. The National Park Service will provide information and statistics for use in preparing handouts.

(3) All informational material, i.e. brochures, menus, questionnaires, news releases, etc., must be submitted to the Superintendent prior to printing to determine accuracy and conformance with NPS policies.

VI. RATES

A. Concessioner

(1) The Concessioner will provide to the Superintendent a list of rates proposed to be charged for goods and services rendered to the public or requests for adjustments to current rates at least 30 days prior to the proposed implementation.

(2) All rate/price requests must include all necessary data as outlined by the National Park Service Rate Approval Program, NPS-48, Chapter 18.

(3) The Concessioner will supply comparability data upon request.

B. National Park Service

(1) The Superintendent will approve, disapprove, or modify Concessioner rates or requests for adjustments to current rates within 30 days of receipt, and will inform the Concessioner of his decision thereof. (If additional time is needed to complete comparability studies, the Concessioner shall be advised.)

(2) The Superintendent or his representative will make spot checks for rate compliance without prior notice.

VII. EMPLOYMENT AND EMPLOYEE PRACTICE

(1) The Concessioner will not employ, retain, or permit to remain upon the premises, any person declared by the Superintendent to be unfit or otherwise objectionable.

(2) The Concessioner will comply with park pet policy.

(3) Spouses or children of NPS employees may not be hired without written approval from the Superintendent.

(4) All employees must wear a uniform and/or name tag that identifies them as a concession employee.

(5) The Concessioner shall submit to the Superintendent, if requested, a list of names and current addresses of employees or a photostatic copy of their driver's license.

VIII. TRAINING

(1) The Concessioner will train all employees in the appropriate public service skills and services.

(2) Cross training will be offered by the National Park Service with a significant part of concession training devoted to the importance of the employee's role while working in the recreation area.

IX. RETAIL SALES OUTLETS

The Concessioner is responsible for maintaining high standards of merchandising and display of merchandise offered for sale. The sale of local or Northwest handicraft is encouraged.

X. LOST AND FOUND ITEMS

(1) All lost and found property will be reported and handled in a timely, systematic, and protective manner. The Concessioner will make every effort to return these items to the owner, if identifiable. All other such items must be tagged, showing location found, name and address of the finder, and turned into park headquarters within fifteen (15) days.

(2) Unclaimed, found property shall be stored at park headquarters for a minimum of sixty (60) days and, unless claimed by the owner and/or authorized representative, may be claimed by the finder with the following exception:

National Park Service employees, park concession employees, or members of their families cannot claim any items of found property.

XI. COMPLAINTS

(1) The Superintendent will advise the Concessioner of any concession-related complaints.

(2) The Concessioner will advise the Superintendent, or designated representative, of any complaint received. Copies of written complaints and replies to such complaints will be exchanged after mutual consultation.

XII. REPORTING REQUIREMENTS

(1) Visitor-use data will be furnished to the Superintendent as may be prescribed by the National Park Service.

(2) Accounting records, reports, and franchise fee payment requirements are covered fully in Sections 8 and 9 of the contract.

XIII. SMOKING

The Concessioner is required to comply with state of Washington and NPS regulations governing smoking in public places.

XIV. SANITATION AND SAFETY

(1) The National Park Service and the Concessioner will share responsibility for compliance with all applicable local, state, and federal regulations pertaining to safety and public health.

(2) The National Park Service and Concessioner will also be responsible for recognizing, documenting, and correcting hazardous situations. The two parties will be jointly responsible for implementing shut-down procedures when such a situation presents a hazard to life and health until the problem is corrected.

(3) The Concessioner is responsible for meeting all U.S. Public Health Service requirements and for employee training in proper sanitation techniques and procedures.

(4) The Concessioner is responsible for establishing and implementing a self-inspection safety program in accordance with NPS policy and directives.

XV. ROUTINE AND PERIODIC INSPECTIONS

(1) The concession manager and/or representative will attend all inspections and accept receipt of these reports in person or by mail.

(2) The Superintendent's designee will periodically conduct unannounced inspections in accordance with the NPS Concessioner Operational Performance Program. The Concessioner's representative will be contacted before the inspection commences.

(3) All aspects of the concessions operation will be evaluated at least twice a year. An overall rating will be assigned.

(4) A U.S. Public Health Specialist will periodically conduct unannounced health and sanitation inspections.

(5) The Concessioner will conduct periodic inspections of all concessions facilities and make reports available to the park Safety Officer. The park Safety Officer will monitor the Safety Program as outlined in NPS-48, Chapter 34, Concessions Loss Control Program.

XVI. PLANT, PERSONNEL AND RATES

(1) Office space in the new store/restaurant, including use of the telephone, and moorage of a government boat will be provided at no charge to the National Park Service.

(2) The Concessioner agrees to provide sewage pump-out service at no charge to the boating public.

Roosevelt Recreational
Enterprises

Coulee Dam National
Recreation Area

By [Signature]
Title Board Member
Date 1/1/92

By [Signature]
Title Superintendent
Date 2/19/92