

**EXHIBIT B
OPERATING PLAN**

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Lake Roosevelt National Recreation Area (hereinafter referred to as the "Area") that 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 annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area.

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.

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.

- A) 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 a product or service.
- B) Environmental Purchasing.** Purchasing of Environmentally Preferable products.
- C) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- D) Recycling.** The act of producing new products or materials from previously used and collected materials.
- E) Service Policy.** The directives, policies, instructions and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of Interior or a Department of Interior or National Park Service (NPS) official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy is available upon request from the Service.
- F) 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.
- G) Waste Reduction.** Preventing or decreasing the amount of waste being generated through Waste Prevention, recycling, or purchasing recycled and environmentally preferable products.

3) RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will:

- (1) Designate an on-site general manager who:
 - (a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;
 - (b) Will employ a staff with the expertise and training to operate all services required under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and,
 - (d) Has the responsibility for implementing the policies and directives of the Service with respect to the Concession Facilities.

- (2) In the absence of the General Manager, the Concessioner must designate an acting General Manager.
- (3) Contact information: The Concessioner will provide a current list to the Service with all appropriate points of contact, including names, titles, and office, home and mobile telephone numbers.

B) Service

The Superintendent manages Lake Roosevelt National Recreation Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area, including evaluation of Concessioner services and Concession Facilities and review and approval of rates charged for all services.

- (1) Contact information: The Service will provide a current list to the Concessioner with all appropriate points of contact.

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operation

- (1) Operating Schedules are estimates only, and are established based on anticipated lake levels and availability and access to Marina facilities. In general, the Concessioner will provide the Required services at the Keller Ferry and Seven Bays Marinas, per the Concession Contract, as follows:

REQUIRED SERVICES		
Service	Season	Minimum Operating Days/Hours
Moorage	May 1 – October 31	7 days/week
Marine Fuel/Oil	May 1 – October 31	4 days/week, lake under 1,275 ft. 7 days/week, lake reaches 1,275 ft.

AUTHORIZED SERVICES		
Service	Season	Minimum Operating Days/Hours
Campground	May 1 – October 31	7 days/week, as approved
Dry Storage		
Automobile Fuel		
Vending		

- (a) The Concessioner will submit proposed days and hours of operation to the Superintendent no later than **January 15** for the upcoming season.
- (b) Hours of operation will be prominently posted and the minimum hours of operation will remain in effect and be adhered to unless changes are requested and approved in writing in advance, by the Superintendent. The Service will give reasonable notice of any schedule changes that it may initiate. Weather, natural disasters, special projects to repair infrastructure, and visitation may cause specific dates of operation to fluctuate. These dates will be set by the Service with reasonable notice given to the Concessioner.
- (2) *Emergency Operations.* For "after hours" emergencies, a prominently displayed phone number will be posted at all facilities.
- (3) *Facility Opening and Closing Procedures*
 - (a) Opening. All marina lines, dependent upon water levels and weather, will be cleared and in operating condition within 15 days of opening each year.

- (b) Closing. All marina lines, dependent upon water levels and weather, will be cleared and shut down within 15 days of the end of season. Fuel lines may remain open year round to provide marine fuel to the public.

B) Rate Determination and Approval Process

- (1) *Rate Determination*. All rates and charges to the public by the Concessioner must comply with the provisions of Section 3(e) of the Contract, including (without limitation) Section 3(e)'s requirements regarding approval by the Service of the rates and charges set. The reasonableness and appropriateness of rates and charges under this Contract will be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodologies has the same meaning as that set out in the *National Park Service Concession Management Rate Administration Guide* ("Rate Administration Guide") (a copy which can be obtained by contacting the Service) as it may be amended, supplemented, or superseded throughout the term of this Operating Plan.
- (a) Moorage. The Service will base its approval of rates for moorage on comparability with similar services and facilities. All rental rates will be available and posted at the marina reservation office.
- (b) Marine (Required Service) and Auto Fuel (Authorized Service). Rates will be determined by the approved Markup Method.
- (c) Dry Storage and Vending (Authorized Services). Rates for dry storage and vending will be determined using Competitive Market Declaration (CMD); all items/services must be clearly marked with a price.
- (2) *Rate Approval Process*
- (a) Annual Rate Changes. All rates charged by the Concessioner must be submitted to the Superintendent for approval prior to implementation. Requests for rate approvals must be **submitted no later than January 1**. Should special conditions require a quicker than normal response, the Concessioner will clearly explain these conditions in writing. All rate requests must be in writing and in accordance with applicable Service Policy and provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using methodology specified in the Rate Administration Guide. The Service will promptly approve, disapprove, or adjust rates, using its selected method, and will inform the Concessioner of the approved rates and the reason for any disapproval or adjustment.
- (b) Approved Rate Posting. The Concessioner will prominently post all rates for goods and services provided to the visiting public.
- (3) *Rate Compliance*. 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 Service.
- (4) *Reduced Rates for Government Employees*. Goods and services will not be provided to government employees or their families, without charge or at reduced rates, unless equally available to the general public.

C) Purchasing

- (1) *Competitive Purchasing*. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner will take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer or the operation.

D) Evaluations

The Service and Concessioner will separately inspect and monitor Concession Facilities and services with respect to Service Policy, applicable standards, authorized rates, risk management, public health, fire

safety, impacts on cultural and natural resources, correction of operating deficiencies, responsiveness to visitor comments, and compliance with the Contract including its Exhibits.

The Concessioner will work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these inspections and will perform such correction and implementation within the dates agreed.

- (1) *Annual Overall Rating*. The Service will determine and provide the Concessioner with an Annual Overall Rating by **April 1** for the preceding calendar year. The Annual Overall Rating will include a Contract Compliance Report and rating and an Operational Performance Report and rating.
 - (a) Contract Compliance Report. The Contract Compliance Report and rating will consider such items as timely submission of annual financial report, timely and accurate submission of franchise fees, and timely submission of proof of general liability insurance, automobile, and workers compensation insurance.
 - (b) Operational Compliance Report. The Operational Compliance Report and rating will consider such things as the evaluation of the Concessioner's Risk Management Program, Public Health Rating and Periodic Operational Evaluations.
 - (i) Risk Management Program Evaluation
 - The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program. Safety will also be a component of Periodic Operational Evaluations.
 - Safety Inspections. The Concessioner will perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Concessioner will ensure compliance with health, fire, and safety code regulations as well as Service policies and guidelines.
 - (ii) Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational and maintenance standards. The Concessioner will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.
 - (c) Environmental Management Evaluations. The Service will conduct an evaluation of the Concessioner's Environmental Management Program (EMP).

E) General Policies

- (1) *Facilities Use*
 - (a) Authorized Use. Concession Facilities may not be used for activities or services that do not directly and exclusively support contractual services required by the Contract, without written permission from the Service.
 - (b) Quiet Hours. Quiet hours will be enforced between the hours of 10:00 p.m. and 6:00 a.m. within all Concession Facilities.
 - (c) Smoking Policy. All buildings within the Concession Facilities are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking can be found at <http://www.nps.gov/policy/DOrders/DOrder50D.html>.
- (2) *Reservations*. The Concessioner will utilize a central computerized reservation system for moorage rentals. The Concessioner will accept reservations on a 365-day forward rolling basis. The Concessioner will submit its reservations policy for approval by the Service prior to implementation.
 - (a) Staff. The Concessioner will adequately staff the reservations office all year and will increase staff, as necessary, to meet the need during peak periods.
 - (b) Reservations Services. Reservations services will be available, at a minimum, online via a concession website, toll-free telephone, fax and mail.
 - (i) Deposits/Refunds. The deposit requirement and cancellation/refund policy is part of the rate approval process. The policy will be included in all brochures and reservation confirmations.

A deposit may be required to hold a reservation and may be paid by cash, check, money order, or major credit card. Deposits may not be more than the Service approved rental rate. Refunds will be processed within two weeks of cancellation.

- (c) Confirmed Rates. Rates confirmed by the Concessioner, as identified in the reservation confirmation, will be honored during the entire time of stay.
 - (d) Advanced Rates. For specialized rates in which comparability is not completed until rates from comparable operators is available (e.g. moorage rentals) the Concessioner may request the ability to charge advanced rates in accordance with current rate approval policy, a copy of this policy will be provided to the Concessioner upon request.
 - (e) Credit Cards. The Concessioner will accept at least two types of major credit cards.
- (3) *Lost and Found*. The Concessioner, at its own expense, will establish and provide an effective lost and found program for lost and found, or unattended property within the Concession Facilities. Procedures for handling of lost and found property will conform to Directors Order (DO) 44, Personal Property Management Information Notice 05-01, and 41 C.F.R 101-48. Current versions of these documents can be obtained by contacting the Service. The Concessioner will submit its lost and found program to the Service for approval **within 120 days of effective date** of the Contract.
- (4) *Telephone Services*. The Concessioner will provide 24-hour, year round, public phone service in a common area within the Concession Facilities. Public phones will be checked regularly to ensure that they are in working order. Out of order phones must have a sign on them directing visitors to the nearest working unit.
- (5) *Vehicles and Vessels*
- (a) Licensing, Insurance, Maintenance, and Registration. All vehicular equipment and vessels used by the Concessioner in operations authorized by the Contract will be properly registered, licensed, insured, and maintained in accordance with all Applicable Laws. The Concessioner will park and store vehicles and equipment in a safe and organized manner, in areas approved or designated by the Service.
 - (b) Identification. The Concessioner will discreetly identify its vehicles and vessels with its name and logo.
 - (c) Parking. The Concessioner will provide a designated employee parking area in consultation with the Service.
 - (d) Abandoned Vehicles. The Concessioner will notify the Service of abandoned vehicles within the Concession Facilities, which may include employee vehicles. Employee vehicles will be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner will take necessary steps to remove abandoned and unserviceable property in a timely manner and will not store any abandoned or unserviceable property within the Concession Facilities longer than 30 days.

F) Fish and Wildlife Interactions

- (1) The feeding of fish and wildlife within the Area is prohibited. The Concessioner will not encourage the feeding of fish and wildlife within the Concession Facilities by displaying food, such as popcorn and bread, or maintaining hummingbird, seed, suet, or any other type of bird feeders, in such a manner that may imply approval of the feeding of wildlife.
- (2) The Concessioner must include proper signage regarding leaving unattended food on any outdoor picnic table within the Concession Facilities.
- (3) Merchandise such as bird or other small animal feeders, or plant seed of any kind, may not be sold within the Area.
- (4) Food storage, trash, and (where these are available) recycle facilities will be bird and animal-proof.
- (5) Preventive measures will be in place to limit exposures to Hantavirus.
- (6) The Concessioner and its employees will notify the District Ranger or the biologist immediately regarding any issues with fish and wildlife.

- (7) All pets must be restrained on a leash as required by 36 C.F.R.

G) Human Resource Management

- (1) *Employee Identification and Appearance.* The Concessioner will ensure that all employees in direct contact with the public 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) *Employee Conduct.* The Concessioner will review the conduct of any of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Concessioner will take all actions needed to fully correct any such situation.
- (3) *Employee List.* The Concessioner will submit to the Superintendent a list of the names, job titles, and addresses of all employees, seasonal or full-time. This information will be provided at the **beginning of the season** and updated when necessary.
- (4) *Employee Hiring Procedures*
 - (a) General Manager. The General Manager will have an appropriate background as a manager or administrator that indicates his/her ability to manage a marina operation and all other related services.
 - (b) Staffing Requirements. The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season.
 - (c) Drug-free Awareness and Testing Program. The Concessioner will provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse.
 - (i) The Concessioner will establish an appropriate employee drug-testing program.
 - (ii) The Concessioner will require any employee who is in a safety-sensitive position such as an equipment operator, or security-sensitive position, to participate as appropriate in pre-employment and random drug testing. The Concessioner will make results of drug testing available to the Service upon request. Employees will allow such a possible release of information as a condition of hire. Any concession employee involved in a motor vehicle accident will be tested for alcohol and drugs.
 - (iii) Should the Concessioner become aware of illegal drug use, the Concessioner will promptly report it to the Area's District Ranger.
 - (d) Background Checks. The Concessioner will ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include: wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. No employee will be hired if they show any active wants or warrants (current fugitive from justice). The Concessioner will make available, upon request, the background investigations conducted on employees to the Chief Ranger. Employees will allow such a possible release of information as a condition of hire.
 - (e) Driver Requirements. Drivers of Concessioner-owned vehicles or vessels used in operations under the Contract will have a valid state operator's license for the size and class of vehicle and vessel being driven.
 - (f) Employment of Service employees or their family members
 - (i) The Concessioner will not employ in any status the spouse or dependent children of a Lake Roosevelt National Recreation Area employee, without the Superintendent's written approval.
 - (ii) The Concessioner will not employ in any status the spouse or dependent children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
- (5) *Training.* The Concessioner will train and maintain records of appropriate training as set forth below and will provide those records to the Service upon request.

- (a) Training Manuals and Employee Handbook. The Concessioner will develop written training materials and an Employee Handbook for its employees. The Employee Handbook will identify the policies and regulations of the Concessioner and the Service and will be made available to the Service upon request.
- (b) Orientation and Job Training. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. Training will include the following in addition to job-specific skills:
 - (i) *Service Concessions Management*. The Concessioner will orient its managers to Service evaluation and rate policies, as outline in the Concessions Management Guidelines.
 - (ii) *Service Regulations and Requirements*. The Concessioner will orient its employees to Service regulations and requirements that affect their employment and activities while working within the Area.
 - (iii) *Customer Service*. The Concessioner will provide customer service and hospitality training for employees who have direct visitor contact.
 - (iv) *Area Resource Training and Orientation*. The Concessioner will provide training for employees regarding the Area resources and orientation to the Area. Employees, especially managers, may attend other Service trainings as space permits and determined appropriate by the Service. The orientation program must be on-going, allowing employees to become knowledge of the Area. Examples of topics to address include: recreational activities in the Area, facilities/services available in addition to the Concessioner's; Area geology, flora, fauna, history of the area, including but not limited to Federally recognized tribes. The Concessioner may request Service staff to present certain topics of interest. The Concessioner will pay employees their standard wages for attending Service-sponsored training.
 - (v) *Interpretive Training*. The Concessioner will permit employees to attend Service provided interpretive skills training for all employees who have direct visitor contact. The Concessioner will work closely with the Commercial Services Office and Service Interpretive staff to improve the methods of preparing and presenting effective interpretive information.
 - (vi) *Environmental, Risk Management, and Safety*. The Concessioner will provide applicable training in environmental, risk management, and safety to employees according to the training requirements in its Environmental Management Program and Risk Management Plan and as required by Applicable Laws.

5) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner will develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program. The Concessioner will submit its initial plan to the Superintendent **within 120 days of effective date** of the Contract and **annually by December 31** of each year thereafter. The Concessioner will update its Concessioner Risk Management Program to comply with Applicable Laws.

B) Emergency Response

The Concessioner will comply with all Applicable Laws concerning emergency response, including to spills and releases of hazardous substances, hazardous materials, and petroleum. Any Emergency Action Plan, Emergency Response Plan, and Spill Prevention Control and Countermeasure Plan will be provided to the Service upon request and be in accordance with 29 C.F.R. 1910.120 and 40 C.F.R. 112 or an SPCC SOP if a plan is not required by regulation.

- (1) In the event of a spill, or any other hazmat occurrence, the Concessioner, in addition to complying with any other notification requirements under Applicable Laws, will immediately notify Lincoln County Dispatch at (509) 725-3501.

C) Safety Representative

The Concessioner will designate one employee as the safety representative at the beginning of the Contract and update this information as necessary.

6) ENVIRONMENTAL MANAGEMENT

A) Environmental Management Program

The Concessioner will prepare an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract. A proposed updated EMP will be submitted **within 120 days of effective date** of the Contract and **annually by December 31** thereafter.

B) Environmental Evaluations

- (1) *Service Environmental Audits.* The Service may conduct environmental audits of Concession Facilities and operations based on the Service Environmental Audit Program. This data will be incorporated into the Annual Overall Rating. The Concessioner will be required to close audit findings within the timeframe specified in the Environmental Audit Report.
- (2) *Concessioner EMP Self-Assessment.* The Concessioner must self-assess its performance under its EMP at least annually per Section 6(b) of the Contract.

7) UTILITY RESPONSIBILITIES

A) Concessioner

- (1) The Concessioner is liable for prompt payment of electricity, fuel, refuse collection, telephone, sewage disposal, water or any other utility or service, whether made to governmental authority, public, or community service company. For Service-provided utilities, the Concessioner will comply with current Service policy.
- (2) The Concessioner will encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner will participate in energy audits and incentives if offered by its power provider.
- (3) The Concessioner is responsible for contracting independent suppliers to provide utility services not provided by the Service. These include:
 - (a) Keller Ferry: electricity only.
 - (b) Seven Bays: electricity and water. The water at Seven Bays is provided by the adjacent Seven Bays Homeowners Association and the Concessioner is responsible for the direct monthly payment to the Seven Bays Homeowners Association.

B) Service

- (1) The Service will provide water at the Concession Facilities at the Keller Ferry location only. The Concessioner will be billed in accordance with Applicable Laws, including without limitation, Service Policy, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service, or comparable rates, whichever is greater.
- (2) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing **60 days before** new rates for the upcoming year become effective. Rates will be based on a Service comparability study and results of the preceding fiscal year's actual costs.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement

- (1) *Service*
 - (a) The Service and the Lincoln County Sheriff's Office will provide visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law.
 - (b) The Service and the Lincoln County Sheriff's Office will handle all violations of Federal, State, County, or 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.

- (c) The Service will provide radio frequencies for the Concessioner to communicate emergencies to Area staff.
- (2) *Concessioner Personnel.* Concessioner-employed security 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 while on duty.
 - (a) The Concessioner may be required to provide additional security personnel during heightened periods of vandalism, break-ins, thefts, etc., at Concession Facilities.
 - (b) The Concessioner is responsible for securing buildings, equipment, and facilities under its control.
 - (c) The Concessioner will immediately report to the Lincoln County Dispatch any observed violations of the law.

B) Structural Fire Protection and Life Safety

Fire prevention and protection and life safety protection will be primary considerations at all Concession Facilities. Structural fire suppression is the primary responsibility of the Rural District Volunteer Department.

- (1) *Concessioner*
 - (a) General
 - (i) Structural fire and life safety procedures will be integrated in the Concessioner's Risk Management Program. The Concessioner has the responsibility to ensure that all Concession Facilities meet applicable Federal, State, and Local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association (NFPA) standards and NPS Reference Manual #58 (RM-58).
 - (ii) Fire extinguishers of the appropriate size and type must be located at the fueling stations and on all dock systems.
 - (iii) A boat capable of fire suppression must be available for response within each marina.
 - (iv) All fires and violations of the law will be reported immediately to the Service.
 - (v) The Concessioner will provide and maintain fire hoses and nozzles and hose boxes within Concession Facilities.
 - (vi) *Fire Drills.* The Concessioner will conduct routine fire drills of all Concession Facilities as required by NPS RM-58 (Structural Fire Management) as it may be amended, supplemented or superseded throughout the term of this Operating Plan.
 - (b) Fire and Life Safety Systems Policy and Procedures
 - (i) The Concessioner will implement a proactive fire and life safety program. The Concessioner will contract with appropriate and qualified fire protection system contractors, licensed by the State and approved by the Service, to conduct the periodic inspection, testing and maintenance and prompt repair of fire and life safety systems and devices, as required by and in compliance with applicable NFPA Codes and Standards. This work can also be performed by qualified concession personnel, as approved by the Service.
 - (ii) The systems and devices include but are not limited to:
 - Fire Detection and Notification Systems
 - Fire Suppression Systems
 - Fire Extinguishers
 - Emergency Lighting
 - Illuminated Exit Signs
 - (c) Inspections. The Fire extinguisher and other fire and life safety system components and device inspections must be documented and maintained on site, and the Concessioner will provide a copy to the Service, upon request. Documentation must be maintained for a minimum of three years. A proactive fire prevention program must include prompt repair or

replacement of fire protection systems and life safety systems and components that are not functioning properly. The Concessioner will maintain a file of the inspection results and have the associated documentation available for inspection when requested by the Service. Periodic inspections will include the following:

- (i) Fire extinguishers (Visual – Monthly/Servicing – Annually): Periodic inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA 10 (standard for Portable Fire Extinguishers). Annually, the Concessioner will have a licensed fire extinguisher service contractor perform the required inspection, testing, and maintenance of each extinguisher. A monthly visual inspection is required and will be performed on all fire extinguishers. Monthly visual inspections can be performed by Concessions personnel that have been properly trained, as approved by the Service. The monthly visual inspections will include the following:
 - Extinguisher is mounted in a proper place and at an appropriate height
 - Access and visibility not obstructed
 - Operating instructions facing outward
 - Seals or other tamper indicators intact
 - Pressure gauge in normal range
 - No physical damage
- (ii) Fire Suppression Systems (Sprinkler): Periodic inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA 25 (Inspection, Testing, and Maintenance of Water-based Fire Suppression Systems), to include monthly visual inspections and semi-annual and annual testing and maintenance. Monthly visual inspections can be performed by concession staff that has been properly trained, as approved by the Service. Semi-annual and annual inspection, testing, and maintenance must be performed by a licensed sprinkler system contractor.
- (iii) Fire Suppression Systems (Other, e.g. Kitchen Hood and Computer Rooms Systems): Periodic inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code). All minimum periodicity requirements for inspection, testing, and maintenance will be enforced by the Service. All inspection, testing, and maintenance must be performed by a licensed fire alarm system contractor.
- (iv) Fire Detection and Notification Systems (Fire Alarm): Periodic inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code). All minimum periodicity requirements for inspection, testing, and maintenance will be enforced by the Service. All inspection, testing, and maintenance must be performed by a licensed fire alarm system contractor.
- (v) Emergency Lighting and Illuminated Exit Signs: Periodic inspection, testing, and maintenance will be performed in accordance with the minimum requirements of NFPA 101 (Life Safety Code). All minimum periodicity requirements for inspection, testing, and maintenance will be enforced by the Service. Inspection, testing, and maintenance may be performed by concession staff, as approved by the Service.

(2) *Service*

- (a) The Service is the Authority Having Jurisdiction (AHJ) for all structural fire and life safety issues on federal lands administered by the Service. The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Concessioner will be contacted at the time of the evaluations so that a representative of the Concessioner may accompany the Service evaluator.
- (b) The Service will provide initial assessment and exterior protection only.
- (c) The Service will provide hydrants for structural fire support of Concession Facilities.

C) Emergency Medical Care

- (1) *Service Response*. The Service and County are responsible for emergency medical services.

- (2) *First Aid Supplies.* The Concessioner will maintain basic first aid supplies at all Concession Facilities.
- (3) *Training.* At a minimum, the Concessioner must have one employee on duty at all times with cardiopulmonary resuscitation (CPR), first-aid, and bloodborne pathogen training and is encouraged to allow other employees to attend emergency response training. Documentation of current training will be submitted to the Commercial Services Specialist. The Concessioner will train and equip personnel for evacuation of employees and visitors. Evacuation plans will be posted in public areas for emergencies.
- (4) *Emergency Reporting Procedures.* The Concessioner and its 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. The Service will dispatch Rangers and emergency personnel as needed. The Service will investigate all visitor and employee accidents which require medical attention.
 - (a) Life-threatening emergencies: 911
 - (b) Non-emergencies: (509) 633-9441 ext. 140.

9) PUBLIC RELATIONS

A) Required Notices

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

"This service is operated by (Concessioner's name), 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, WA 99116-1259

"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, questions about the Area, or concerning any incidents occurring within the Area will be referred to the Superintendent. This includes all media interviews.

C) Advertisements and Promotional Material

- (1) *Promotional Material*
 - (a) Approval. The Concessioner will submit any new or updated promotional material, including website and social media pages, to the Service for review and approval, **at least 15 days prior** to publication, distribution, broadcast, etc. The Service may require the Concessioner to remove unapproved promotional material from circulation.
 - (b) Promotional material distributed within the Area must promote only services and facilities within the Area, unless the Superintendent approves exceptions.
 - (c) The Concessioner will use a variety of marketing tools in order to reach diverse populations of all ages, including but not limited to, social media, websites, and paper publications. The Concessioner must monitor social media pages for offensive postings and inappropriate activities and must remove them immediately.

- (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.
- (e) The Concessioner's website must link, at a minimum, to the Lake Roosevelt National Recreation Area website.
- (f) The Concessioner will distribute the Area newspaper, brochure, and other information deemed necessary by the Superintendent to visitors.

(2) *Statements*

- (a) Authorization. Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within Lake Roosevelt National Recreation Area.
- (b) Equal Opportunity. Advertisements for employment must state that the Concessioner is an equal opportunity employer.

10) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner will permit its employees to participate in the Service's Volunteers in Parks (VIP) program. More information on the NPS VIP program can be found at www.nps.gov/laro/supportyourPark/volunteer.htm.

11) SPECIFIC OPERATING STANDARDS AND GUIDELINES

The Concessioner must provide all services in a consistent, environmentally-sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that they meet quality standards.

The water level of Lake Roosevelt is subject to fluctuation from natural causes and from the routine operation of the Grand Coulee Dam and appurtenances to an extent of eighty (80) feet or more, to an elevation of 1,208 feet. The Concessioner may not hold Lake Roosevelt National Recreation Area, or the United States Government or its agents responsible for the fluctuation of the lake level. The Concessioner will assume all risk of any and all damage that may be suffered in any manner whatsoever resulting from the fluctuation of the water level.

A) Moorage Services

(1) *Slip Rentals*

- (a) Access. Wet boat storage slip renters will have secured 24-hour access at Keller Ferry. Slips at Seven Bays are not secured.
- (b) Maximum Boat Size. All boats in the fleet and all private boats in the Keller Ferry and Seven Bays Marinas will not exceed 62 feet in total length and/or 22 feet total beam. 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 Contract effective date** and when subsequent changes are made. The Concessioner will post marina-operating rules at prominent locations around the marina and provide copies to all boat slip renters.
- (d) Law Enforcement Slip. At each marina, the Concessioner will provide a slip within the limited access area for one law enforcement vessel. This slip will be clearly marked NPS Emergency Use Only.
- (e) Colville Tribal Enterprise Corporation Slips
 - (i) Through the end of 2014, the Concessioner will set aside up to eight (8) slips for use by Colville Tribal Enterprise Corporation dba Roosevelt Recreation Enterprises ("Prior Concessioner") to allow the Prior Concessioner to sell its remaining houseboats.
 - (ii) If during this time any of the houseboats in those slips are sold to individuals wanting to keep them on Lake Roosevelt, the Concessioner will rent them a slip at the current approved rental rate.

- (iii) As of December 31, 2014, the Service agrees that the Prior Concessioner will remove any unsold houseboats from the Concessioner's marina at the expense of the Prior Concessioner.
- (f) Clean Marina Program. The Concessioner, with assistance from the Service, will develop a Clean Marina Program that incorporates Best Management Practices (BMPs) and is consistent with existing state programs, Service guidelines and/or other sources. Service guidance is available at: http://www.nps.gov/commercialservices/policies.htm?filter_topic-set=topic-set5
- (g) Marina Carbon Monoxide Mitigation. The Concessioner will provide CO hazard information to slip holders. This should consist of, at a minimum, the NMMA "Know More About It" brochure on Carbon Monoxide Poisoning or equivalent U.S. Coast Guard approved documentation. The Concessioner will also provide appropriate CO warning signage at the marina. This signage must be approved by the Park.
- (h) 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 agreements records will be made available to the Service 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 renter 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, i.e. fractional owners agree that the boat is for their personal uses and may not be rented. The agreement will provide a place for the renter 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 renter 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 slip rental agreements that boat slip renters will observe the following. The Concessioner will provide a place for the renter to initial these conditions.
- Other than minor boat maintenance, including changing propellers, major and extensive repairs are prohibited at the boat storage slips.
 - Boat slip renters will relocate their boats to a boat repair and maintenance facility intended to service major and extensive repairs.
 - Boat slip customers will provide a copy of their certificate of insurance to the marina and the boat owner will also have listed on the certificate that the marina is an additional insured and that the insurance company will notify the marina if the slip customer's insurance is discontinued.
- (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 Preferable is encouraged. The Concessioner will provide a place for the renter to initial this condition.
- (vii) The Concessioner is required to conduct physical inspections of all boats prior to completion of boat slip rental agreements to ensure that any capability to pump sewage (blackwater) overboard is rendered inoperable or sealed. Some acceptable methods of

closure are: padlocking the valve handle, using a non-releasable wire-tie, removal of the valve handle, or use of heavy tape. The Concessioner will take appropriate measures to ensure that current regulations regarding water sanitation, is followed. 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 Service review.

- (viii) The Concessioner is required to review the Motor Vessel Safety Operating and Equipment Checklist with all slip renters.
- (ix) Before boat slip rental agreement renewals, the Concessioner will ensure that an annual thorough-hull inspection program is implemented.
- (x) The Concessioner will conduct, at a minimum, annual thorough hull fitting inspections of all boats, at a central location within the marina other than the renter's slip rental space.
- (xi) The Concessioner will be allowed to recover costs from slip renters for implementing and maintaining this annual inspection program. The cost recovery is part of the rate approval process.

(2) Boat Storage

- (a) Obligation. Wet boat storage slips will be provided seasonally and rental agreement lengths may be on a seasonal, month-to-month, or overnight basis.
- (b) Identification. A boat storage identification number will identify all slips. This number will be easily legible from the entrance to the slip.
- (c) 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 Service employees on official business.
- (d) Vacant Slips. Vacant wet boat 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 storage facilities.
- (e) Inspection. 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 upon request.
- (f) Slip Size Percentages. In order to provide a range of slip sizes for the renters, the Concessioner will obtain advance approval in writing from the Superintendent on wet slip rehabilitation and/or construction proposals. The Concessioner must also receive approval to adjust the makeup of slip sizes.
- (g) Prohibited Activities
 - (i) 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 as long as the vessel is not used for any type of commercial purpose.
 - (ii) The Concessioner may not act or advertise as a boat broker (advertise boats for sale) within the Area or on their website other than for boats used by the Concessioner at its operations at either Keller Ferry or Seven Bays Marina.
 - (iii) 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.
 - (iv) Subletting of slip spaces is prohibited.
 - (v) Only one boat or houseboat will be registered to each slip. PWCs can be registered in addition to the primary boat or houseboat.

- (vi) 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.
- (vii) 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.
- (viii) The Concessioner will inform all 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.

(3) *Docks*

- (a) Power. The Concessioner will ensure that power connections from the shore power to the vessel are approved for that use by NFPA guidelines and Washington State electrical codes.
 - (b) Security. 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.
 - (c) Marina Amenities. Marina amenities including dock carts will be well maintained and in good operating order. The Concessioner may provide dock boxes to slip rentals where space is available. Dock carts will be of a sufficient number that can reasonably accommodate slip renters at any given time.
 - (d) Hoists. 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.
 - (e) Boat Attachments. Boat attachments, such as bow pulpits, will not extend more than twelve (12) inches over a walkway or dock to mitigate safety hazards.
 - (f) Safety Standards
 - (i) Fire Suppression standards will be in accordance with the NFPA 303.
 - (ii) 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.
 - (iii) 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 pre-connected 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 hose and one 1½ inch gated nozzle;
 - Firefighting 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.
- (4) *Executive Services*. The Concessioner may provide these services to moorage customers; the rates charged will be part of the rate approval process:
- (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) Fuel Services

- (1) *Available Fuels.* Unleaded gasoline and outboard motor oil will be readily available to the boating public at both marinas on a seasonal basis.
- (2) *Fueling Procedures and Training*
 - (a) The Concessioner will develop, implement and maintain a documented vessel fueling standard operating procedures ("SOPs") for fuel dock operations.
 - (b) The Concessioner will develop and maintain a SPCC plan, the requirements of which are included in the Maintenance Plan (Exhibit H) of this Contract.
 - (c) Absorbent materials will be available near all fueling stations.
 - (d) Only those Concessioner employees trained on fuel dock operations SOPs will be permitted to work on the fuel docks.
 - (e) 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 by communicating with the person in charge of the vessel receiving fuel so as to determine the vessel's fuel capacity, the amount of fuel on board, and the amount of fuel to be taken on board. Fuel dock employees will provide appropriate safety and environmental information for visitors wanting to fuel their own vessels.
 - (f) Visitors will be discouraged from "topping-off" to prevent overfilling fuel tanks through contacts and appropriate signage.
 - (g) 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) Boat Sewage Pump-Out Services

- (1) *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 slip renters, and the boating public at no cost and without unreasonable waiting times. All holding tanks and wastewater delivery lines will meet all Applicable Laws.
- (2) *Training.* 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.

D) Vending (Authorized Service)

- (1) *General.* Should the Concessioner provide vending machines, including ATMs, they will be conveniently located and of a design and color which complements the aesthetics of the building and surrounds. The Superintendent must approve the types, location, and for ATMs the rates charged, of all vending machines.
- (2) *Standards*
 - (a) Machines will be clean, properly stocked, and in good working condition. Any signage on the machines must either relate to Area resource education themes or will be generic in nature.
 - (c) Beverage container deposit/recycling information will be posted on the machine.
 - (d) Brand information will only be visible when at the machine.
 - (e) For ATMs, any net income received will be included as part of the Concessioners Gross Receipts on its Annual Financial Reports.
 - (f) Vending of cigarettes is prohibited within the Area.

12) REPORTING REQUIREMENTS**A) Park Reports**

- (1) *Utility Costs.* The Service staff will conduct an annual review of the operating costs for utility systems and services and the Concessioner will be notified in writing of the rates for the upcoming year, **60 days in advance of implementation.**

B) Concessioner Operational Reports

The Service and/or its designated representatives will be allowed to inspect supporting documentation for all operational reports upon request.

- (1) *Management Listing.* The Concessioner's local General Manager will provide the Service with a list identifying key Concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by **May 1** of each year and as significant revisions are made.
- (2) *Incident Reports.* The Concessioner will immediately report the incidents listed below through the Lincoln County Dispatch at (509) 725-3501:
 - (a) Any fatalities.
 - (b) Any visitor-related accidents/incidents that could result in a tort claim to the United States or the Concessioner.
 - (c) Property damage estimated to be over \$500.
 - (d) Employee or visitor injuries requiring more than minor first aid treatment.
 - (e) Any fires.
 - (f) Any motor vehicle accidents.
 - (g) Any incident that affects Area resources.
 - (h) Any known or suspected violations of the law.
- (3) *Human Illness Reporting.* Information on all human communicable illnesses, whether employees or guests, is to be promptly reported to the Concession Specialist at (509) 633-9441 ext. 140. This information, along with other information received, may be inspected by the USPHS consultant or representative to help identify outbreaks of illness associated with contaminated water or food sources, or caused by other adverse environmental conditions. Initial reports may be made by telephone.
- (4) *Hazardous substance spills.* The Concessioner will immediately report any spills to the Washington Department of Ecology Dispatch at (509) 329-3400 and to the Lincoln County Dispatch at (509) 725-3501.
- (5) *Certificates of Insurance.* The Concessioner will provide annual updated statements and certificates of insurance within **15 days of the renewal date(s)** and in accordance with this Contract.
- (6) *Survey and Visitor Response Data.* Any and all surveys conducted by the Concessioner must be approved in advance in writing by the Superintendent. All customer satisfaction data collected by a third party that is provided to the Concessioner will be provided to the Service **within 14 days of receipt.**
- (7) *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 Area experience. The Concessioner is responsible for having an adequate inventory of comment cards available at appropriate locations within the Concession Facilities.
 - (a) The Concessioner will investigate and respond to all visitor complaints regarding its services **within 10 business days of receipt.** A copy of the initial comment, Concessioner's response, and any other supporting documentation will be promptly provided to the Service.
 - (b) Visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or Concessioner or Service employees, or concern the safety of Area resources, will be provided to the Superintendent upon receipt.
 - (c) The Service will forward to the Concessioner any comments and/or complaints received regarding Concession Facilities or services. The Concessioner will investigate and make an initial response to any complaints **within 10 business days of receipt.** The Concessioner

will provide a copy of any responses to the Superintendent, and a copy of any Service responses will be forwarded to the Concessioner. The Concessioner will redact personal identity information in any correspondence with the Service regarding visitor comments or complaints unless authorized to release information to the Service by the visitor.

C) Monthly Operational Reports by Use

All operational statistics for the individual Concession Facilities as listed below will be included in a monthly Concessioner operational report **due by the 15th day of the following month**. An annual summary report is also due as part of the Concessioners Annual Financial Report (Schedule M).

- (1) *Moorage*
 - (a) Number of slips available and rented
- (2) *Fuel Services*
 - (a) Number of gallons of fuel sold, by location, and associated revenue
- (3) *Other*
 - (a) Vending revenue by month
 - (b) Any other revenue by month

D) Financial Reports

In addition to the Annual Financial Report (AFR) required in the Contract, the following financial reports will be required. For these reports the Service desires that the format be developed based on currently acceptable accounting practices. Each revenue-producing department (e.g. moorage, etc.) will have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The report format will be agreed upon by the Superintendent at the inception of the Contract.

- (1) *Annual Budget*. A budget, including detailed utilization and revenue and expense projections, **due by the date determined by the Service**.
- (2) *Financial Forecast*. A pre-season financial forecast for each business activity compared to annual budget. Format used to be pre-approved and **due date to be determined by Service**.
- (3) *Monthly Franchise Fee Report*. By the **15th of the month** as part of the monthly reporting, the Concessioner will report on the franchise fee deposit made from the preceding month. Reporting documentation will include a copy of the wire transfer identifying the account and the amount transferred.

E) Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

Title	Schedule	Due Date	Reference
Initial Requirements			
Environmental Management Program	Initial & Annually	120 days after Contract effective date, and by December 31 annually	Contract, Section 6(b)(1), Operating Plan, 6(A)(1)
Balance Sheet	Initial	90 days after Contract execution or effective date, whichever is later	Contract, Section 14(c)(1)
Risk Management Plan	Initial & Annually	120 days after Contract effective date and by December 31 annually	Operating Plan, 5(A)
Fire Protection Inspections	Annually	Dependent upon system	Operating Plan, 9(B)(1)
Annual			
Certificate of Insurance	Annually	30 days after renewal date	Contract, Section 12(b)(3),

Title	Schedule	Due Date	Reference
			Operating Plan, 13(B)(5)
Annual Financial Report	Annually	120 days after end of Concessioner's fiscal year	Contract, Section 13(b)(1)
Schedule of Operations	Annually	No later than January 15 for the upcoming season	Operating Plan, 4(A)(1)(a)
Annual Rate Change Requests	Annually	No later than January 1 for upcoming season	Operating Plan, 4(B)(2)(a)
Employee List	Annually	At the beginning of season	Operation Plan, 4(G)(3)
Annual Budget & Financial Forecast	Annually	Due date to be determined by the Service	Operating Plan, 13(D)(1)&(2)
Management Listing	Annually	By May 1 & when significant changes occur	Operating Plan, 13(B)(1)
Monthly			
Franchise Fee	Monthly	15 th day of the following month	Contract, Section 11(a), Operating Plan, 13(C)(3)
Operational Performance Report by Category	Monthly & Annually	15 th day of following month; Summary by March 1	Operating Plan, 13(C)
Upon Occurrence			
Acknowledgement of Risk Form	Upon Occurrence	30 days in advance of proposed changes	Operating Plan, 7(B)
Promotional Material	Upon Occurrence	At least 30 days prior to projected need	Operating Plan, 8(C)(1)(b)
Incident Reporting	Upon Occurrence	Immediately	Operating Plan, 13(A)(2)
Human Illness Reporting	Upon Occurrence	Immediately	Operating Plan, 13(A)(3)
Survey & Visitor Response Data	Upon Occurrence	Within 14 days of receipt	Operating Plan, 13(B)(6)
Visitor Comments	Upon Occurrence	Within 10 days of receipt	Operating Plan, 13(B)(7)

Note: Per the Contract, the Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information.