

**EXHIBIT B
OPERATING PLAN**

INTRODUCTION 1

1) DEFINITIONS 1

2) RESPONSIBILITIES 2

 A) Concessioner..... 2

 B) Service 2

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS 3

 A) Required and Authorized Services 3

 B) Schedule of Operation 3

 C) Rate Determination and Approval Process 4

 D) Evaluations 4

 E) Environmental Management Planning..... 6

 F) General Policies 7

 G) Human Resources Management 8

 H) Risk Management Program 9

4) UTILITY RESPONSIBILITY 10

 A) Concessioner Responsibilities 10

 B) Service Responsibilities 10

5) PROTECTION AND SECURITY..... 10

 A) Concessioner Security Personnel..... 10

 B) The National Park Service 11

 C) Fire Protection 11

 D) Emergency Medical Care 12

 E) Emergency Response 12

 F) Safety Representative 13

6) PUBLIC RELATIONS 13

 A) Required Notices 13

 B) Public Statements 13

 C) Advertisements and Promotional Material 13

7) INSURANCE 14

8) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS 14

 A) Marina Services 14

 B) Park Lot Operations 18

9) REPORTING REQUIREMENTS..... 18

 A) Park Reports 19

 B) Concessioner Operational Reports 19

 C) Concessioner Financial Reporting 20

 D) Summary of Initial and Recurring Due Dates 21

INTRODUCTION

This Operating Plan between *[insert name of Concessioner]* (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 National Capital Parks East (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.

1) 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) **Best Management Practice.** Best Management Practices or BMPs are policies and practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Contract. BMPs are expected to change from time to time as technology evolves with a goal of sustainability of the Concessioner’s operations. Sustainability of operations refers to operations that have a restorative or net positive impact on the environment.
- (3) **Environmental Purchasing.** The affirmative acquisition of environmentally preferable products.
- (4) **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.
- (5) **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.
- (6) **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.

- (7) **Hazardous Substance.** Any hazardous waste, hazardous chemical or hazardous material.
- (8) **Hazardous Waste.** The definition of hazardous waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- (9) **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.
- (10) **Non-incidenta**l. A spill or release that is not an incidental spill or release.
- (11) **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.
- (12) **Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- (13) **Recycling.** The act of producing new products or materials from previously used and collected materials.
- (14) **Universal Waste.** The definition of universal waste as regulated by the US Environmental Protection Agency in 40 CFR 261.
- (15) **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.

2) RESPONSIBILITIES

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site general manager who:
 - (a) Has the authority and the managerial experience for operating the authorized Concession Facilities and services within the Park,
 - (b) Will employ a staff with the expertise and training to operate all services authorized under this Contract,
 - (c) Has full authority to act as a liaison in all Concession administrative and operational matters and,
 - (d) Has the responsibility for implementing the policies and directives of the National Park Service, as specified later in this document.
- (2) The Service has the right to review the qualifications of the General Manager, prior to hiring.
- (3) The Concessioner will employ a staff with the expertise to operate all services required and authorized under the CONTRACT at all times.

B) Service

The Superintendent of National Capital Parks-East is the Park manager with responsibility for all Park operations, including concession operations. The Superintendent carries out the policies and directives of the Service, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Park. 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) Provision of a current Service staff list, as needed, to the Concessioner with all appropriate points of contact.

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Required and Authorized Services

The concessioner is required to provide the following visitor services at James Creek Marina during the term of this CONTRACT:

- (1) Marine vessel wet storage
- (2) Vehicle parking lot
- (3) Fuel sales
- (4) Incidental retail sales of marine related merchandise
- (5) Vending

Other than the above required services, there will be no authorized services under this CONTRACT.

B) Schedule of Operation

The Concessioner will provide the required services on an annual basis, in accordance with the hours of operation authorized by the Superintendent. The hours of operation shall be prominently displayed at the marina so as to be easily visible to the public. The Concessioner may close on Thanksgiving, Christmas Day, and New Year's Day. The Concessioner may close December 24th and 31st at noon upon expressed approval by the Superintendent. Any deviation from this schedule should be submitted as a request to the Superintendent. The Concessioner may open at 9:00AM if and when the Government is on a delayed schedule.

(1) *Spring/Summer Schedule (April 15 – September 14)*

Office: 6:30AM – 5:00PM (M – F)
9:00AM – 5:00PM (Sat. – Sun.)

Fuel Dock: 7:00AM – 7:45PM (M – F)
9:00AM – 7:45PM (Sat. – Sun.)

(2) *Fall/Winter Schedule (September 15 – April 14)*

Office: 6:30AM – 5:00PM (M – F)
9:00AM – 5:00PM (Sat.); Sunday by Appointment

Fuel Dock: 7:00AM – 5:00PM (M – F)
9:00AM – 5:00PM (Sat. – Sun.)

C) Rate Determination and Approval Process

- (1) *Rate Determination.* It is the objective of the Service 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.

Approval of rates charged by the Concessioner will be based on comparability with other operations offering similar services and facilities in the private sector. Comparability studies will be conducted in accordance with Service guidelines. Selection of comparables is the responsibility of the Superintendent. The Concessioner is, however, permitted to assist in gathering information and data pertinent to selection of the comparables. Comparables, once established, will not ordinarily be changed, unless significant changes occur to the operations of either the Concessioner or the comparable(s) which would deem the comparable inappropriate. Comparables will be reviewed upon each rate request submission.

- (2) *Rate Request Submittal for Processing.* The Concessioner will provide marina, fuel service, and parking services at rates approved by the Superintendent. All rate requests must be submitted in writing to the Superintendent for approval at least 60 days prior to anticipated implementation dates, brochure publication dates, and customer notification. Rate requests require support by established criteria and comparable data. The information to be included in the request is outlined in current Concession Management Guidelines. New rates will be evaluated once per year unless there are extenuating circumstances that require rates to be reevaluated. Otherwise, the Service will consider alternative rate settings methodology to reflect substantial changes in service quality, expenditures, or required investment.

- (3) *Rate Approval*

- (a) Approval Timing. The Service will approve, disapprove, or adjust rates and will inform the Concessioner within 30 days of the rate request submittal.
- (b) Approved Rate Posting. All rates for goods and services must be prominently displayed for the convenience of patrons, including with the marina office.
- (c) Patron Notification. Slip patrons must be given thirty (30) days notice after the Service approval of a rate change prior to the changes taking effect.

- (4) *Rate Compliance.* The Service will periodically conduct on-site comparability studies with follow-up telephone calls to update slip rental and parking rate information for a rate review. Fuel rates will be based on markup, as described in the NPS rate approval guidelines. 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.

D) Evaluations

The Concessioner will ensure protection of resources, compliance with public health, environmental and safety requirements, and provide satisfactory services for 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 Service 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/comments, concerns, and reactions.

The Concessioner will meet with Service 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 Service.

- (1) *Periodic Operational Inspections.* The Service will conduct both announced and 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. The Service reserves the right to enter the Concessioner's facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
- (2) *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. The Concessioner will ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
 - (b) Service Risk Management Evaluation. The Service will annually conduct a comprehensive evaluation of the Concessioner's Risk Management Program. Safety will also be a component of regular periodic evaluations.
- (3) *Fire and Life Safety Systems Policy and Procedures*
 - (a) Service Responsibilities. The Service will conduct fire safety inspections at its discretion over the course of the contract term. The Concessioner will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the evaluator.
 - (b) Concessioner Responsibilities. The Concessioner will have a state licensed contractor 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 Concessioner's Safety Manager and the Service. The Concessioner will conduct routine fire drills of Concession Facilities as required by its Risk Management Program. These inspections will be performed in accordance with Director's Order #50B and Director's Order #58 (and their successor orders). The fire and life safety systems and devices to be inspected include but are not limited to:
 - Fire Alarm and Notification Systems
 - Automatic Fire Sprinkler Systems
 - Fire Extinguishers
 - Emergency Lighting
 - Illuminated Exit Signs
- (4) *Visitor Comments.* The Concessioner will make Service-approved comment cards available to visitors in order to measure service and quality standards, pricing and overall visitor

experience. It will be the responsibility of the Concessioner to make sure an adequate inventory of comment cards is available at appropriate locations within its facilities.

- (a) The Concessioner will investigate and respond to all visitor complaints regarding Concessioner services. Visitor comments that allege misconduct by Concession employees or pertain to the safety of visitors, Concession or Service employees, or concern the safety of Park resources will be provided to the Service upon receipt.
 - (b) The Concessioner will forward to the Superintendent a tabulated summary of all comments and/or complaints received on comment cards or any other form of documentation at the beginning of each quarter. Individual comments must be provided upon request.
 - (c) The Service will forward to the Concessioner any comments and/or complaints received regarding Concessioner's 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 Service responses will be forwarded to the Concessioner.
- (5) *Environmental Audit.* The Service has established a concession environmental audit program 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 in the concession contract.

E) Environmental Management Planning

- (1) *Environmental Management Program.* The Concessioner will prepare, update annually and submit for approval, an Environmental Management Program (EMP) in accordance with the CONTRACT. Refer to the Table of Reporting Requirements at the end of this Operating Plan for the submittal date. Further specifications and requirements are found in other sections of the Operating Plan and the Maintenance Plan. The EMP should address, at minimum, the following areas:

- energy conservation,
- water conservation, and
- water quality protection

The following general provisions will be incorporated into the Environmental Management Program.

- (a) The Concessioner shall participate in the District of Columbia Clean Marina program.
 - (b) The Concessioner will maintain up to date Best Management Procedures (BMP) on the handling of emergencies, hazardous materials, solid waste and recycling.
 - (c) Receipts and records for the disposal of waste oil and batteries will be maintained by the Concessioner for a period of three years.
 - (d) The Concessioner is responsible for reporting any hazardous material spills or boat sinkings to the Coast Guard and the Superintendent.
- (2) *Clean Marina Management.* The Concessioner shall also implement practices promoted in the Service/NCR Clean Marina Guidebook (as amended, supplemented, or superseded) and

the National Park Service's "Guiding Principles of Sustainable Design (September 1993)" (as amended, supplemented, or superseded).

F) 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 Service.
- (2) *Smoking Policy*. Concession Facilities must comply with current Service, Superintendent guidelines, and state laws. Smoking is prohibited in all concession public areas and any other area within Concession Facilities so designated by "No Smoking" signs.
- (3) *Compliance with Americans with Disabilities Act ("ADA")*. 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. New construction and facility renovations will meet the Uniform Federal Accessibility Standards (UFAS) accessibility requirements. Information related to UFAS can be found at: <http://www.access-board.gov/ufas/ufas-html/ufas.htm#intro>
- (4) *Lost and Found*. The Concessioner will establish, in conjunction with the Service, 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) Service 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. All unattended or found items which are discovered by or turned over to the Concessioner are to be subsequently turned over to the United States Park Police District Sub-station if not claimed by a visitor within 24 hours.
 - (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 United States Park Police District Sub-station. The United States Park Police will send articles by registered and certified mail when necessary. All claimed items will be sent postage due.
 - (c) Length of Time Held. The United States Park Police District Sub-station 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*. Major credit cards will be honored. The Concessioner will accept debit cards at its discretion or at the direction of the Superintendent.
- (6) *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 Service will approve all locations and machine exterior or aesthetics.
 - (b) Standards. All machines will be clean, properly stocked, and in good working condition. Brand information will only be visible when at the machine. Signage on vending machines will be generic in nature. Beverage container deposit/recycling information

will be posted on applicable vending machines. Vending machines will be equipped with energy conservation equipment (e.g., passive infrared sensors) where economically and technically feasible and appropriate. All business operations conducted hereunder that involve coins or currency, including vending machines, shall be fully capable of (i) accepting \$1 coins in connection with such operations; and (ii) dispensing \$1 coins in connection with such operations, unless the vending machine does not receive currency denominations greater than \$1.

- (c) Out of Service. Any vending machines that are temporarily out-of-service will have computer-generated signs posted.
- (d) Cigarettes. Cigarette vending machines are prohibited within the assigned area.
- (e) Alcohol. Alcohol beverage sales are prohibited within the assigned area.

(7) *Vehicles and Vessels*

- (a) Licensing, Insurance, Maintenance and Registration. All vehicular equipment and vessels used by the Concessioner, including vehicles and vessels belonging to Concessioner's employees, will be properly registered, licensed, insured, and maintained in accordance with federal and District of Columbia laws and regulations.
- (b) Parking. The Concessioner will ensure that Service-approved designated Parking areas are used to park vehicles in a safe and organized manner. Egress in or out of the designated area will be maintained at all times.
- (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.
- (d) Abandoned Vehicles. The Concessioner will notify the Service of abandoned vehicles within its land assignment, 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 property in a timely manner.

G) Human Resources Management

- (1) *Employee Identification and Appearance*. The Concessioner will ensure that all employees in direct contact with the general public will wear uniforms or standardized clothing, and a personal nametag. Employees will be neat and clean in appearance and will project a hospitable, positive, friendly and helpful attitude.
- (2) *Employee List*. The Concessioner shall 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 year and updated when necessary.
- (3) *Staffing*. An employee in charge of the marina shall be on duty during the official hours of operation as approved by the Superintendent.
- (4) *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 a liaison between the Concessioner and the Service in all Concession administrative and operational matters. The general manager should have a strong background in the marina industry.

- (b) Other Employees. The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services and to adequately maintain all Concession Facilities. 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. All applicable requirements of the Department of Labor will be met.
- (c) Drug-free Environment. The Concessioner will maintain 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, or positions required by District of Columbia or other law or regulations, will be required to participate in a drug-testing program. Should illegal drug use occur, it must be promptly reported by the Concessioner to the United States Park Police.
- (d) Background Checks. The Concessioner will establish hiring policies that will include appropriate background investigations of applicants for employment. The Concessioner will submit these policies for the review and approval of the Superintendent within 90 days following the effective date of the Contract. If the Concessioner amends these policies substantially, it must submit the amendment for the review and approval of the Superintendent. The Concessioner may coordinate with the Service to assist in securing background information prior to hiring new employees. The Concessioner will make appropriate hiring decisions in consideration of the information obtained, and will not hire, or retain, any person known to have an outstanding warrant for arrest or is a registered sex offender. Copies of the background investigations will be made available upon request of the Service.
- (e) Service Employees. The Concessioner will not hire the spouse or dependents of the Superintendent, Assistant Superintendent, or Concessions Division staff. The Concessioner will not employ in any status a Park employee, his/her spouse, or minor children, without the Superintendent's written approval.

(5) *Employee Training*

- (a) Safety. The Concessioner will train its employees annually according to the training requirements in its Risk Management Plan.
- (b) Job Training and Orientation. The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will provide mandatory employee orientation for all new employees and inform employees of Park regulations and requirements that affect their employment and activities while working at James Creek Marina.
- (c) Environmental. The Concessioner will provide environmental training to all employees according to requirements in its Environmental Management Program.

H) Risk Management Program

It is the responsibility of the Concessioner to provide a safe and healthful environment for all of its visitors and employees. The Concessioner will develop, maintain, and implement a documented Risk Management Program to be approved by the Superintendent in accordance with all Applicable laws, including without limitation, the Occupational Safety and Health

Administration ("OSHA"), the National Fire Protection Agency ("NFPA") and Service guidelines within 60 days of the effective date of the Contract. The program will be reviewed and approved annually by the Service and coordinated with the Park's documented safety program. The program will include:

- (1) An annual summary listing of injuries, accident types and employee lost days is to be provided to the Superintendent for analysis. The summary should compare the present year to the same data from the previous year.
- (2) The Concessioner is to develop a risk management program where all safety requirements must be adequately addressed for all facilities and services. The plan will include a list of personal protective equipment as well as a policy governing its use.
- (3) Annually the Concessioner is to conduct an inspection of all Concession Facilities including marina grounds and docks as well as all equipment. Inspection is a documented examination of all equipment, facilities, visitor activities, and work processes to determine compliance with established safety and occupational health regulations.
- (4) A year-end evaluation will be conducted by the Service of the Concessioner safety program, records, and statistical information. Evaluation is an annual on-site review of the concessioner safety program to determine if the Concessioner is meeting the elements of this standard.

The program will also include and address, at a minimum, the following components:

- (1) Administration
- (2) Inspections
- (3) Deficiency Classification and Hazards Abatement Schedules
- (4) Accident Reporting and Investigation
- (5) Public Safety Awareness
- (6) Training
- (7) Emergency Procedures

4) UTILITY RESPONSIBILITY

A) Concessioner Responsibilities

- (1) The Concessioner is responsible for contracting independent suppliers to provide year-round utility services. The Concessioner is responsible for the direct payment to these suppliers.
- (2) The Concessioner is liable for prompt payments of electricity, fuel, refuse collection, telephone, sewage disposal, and water or any other utility or service, whether made by governmental authority, public, or a community service company.

B) Service Responsibilities

The Service has no utilities responsibilities under this contract.

5) PROTECTION AND SECURITY

A) Concessioner Security Personnel

- (1) *Security.* The Concessioner is responsible for securing the buildings, equipment and facilities under its control and use. The Concessioner should develop and implement a crime

prevention/physical security program to include any and all structures used in the operation and all lands within the assigned area. The plan will identify how the facility is secured at the end of the day, who is responsible for locking doors and windows, securing of monies and/or goods, checking to be sure no potential fire hazard exists, person(s) assigned keys to have access to facilities before and after official hours, persons(s) to contact in case of emergency, etc. In addition the Concessioner may be required to provide 24-hour security for the safety of its patrons.

- (2) *Authority.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with marina patrons and employees. They have no authority to take law enforcement action or to carry firearms.
- (3) *Reporting of Criminal Violations:* The Concessioner will implement standard operating procedures that result in the immediate reporting, by phone call, of all suspected and known criminal violations to the U.S. Park Police at (202) 619-7300.

B) The National Park Service

- (1) *Authority.* The Service has concurrent jurisdiction on all Park lands and facilities on Park lands including law enforcement, search and rescue, and emergency medical services.
- (2) The United States Park Police are responsible for law enforcement, public safety, and emergency response within the Park. Routine law enforcement patrols may include the Concessioner's facilities and assigned areas at James Creek Marina, but are not a substitute for Concessioner-provided security patrols.
- (3) The U.S. Park Police will handle all violations of federal, District of Columbia or Service regulations or policies including the serving or execution of civil process. District of Columbia officials may be called to assist in some matters by request from the Superintendent.

C) Fire Protection

The District of Columbia Fire Department is responsible for responding to all fires within the Concessioner's facilities and assigned areas at James Creek Marina.

- (1) Fire prevention, protection and suppression will be primary considerations at all Concession Facilities. Structural fires will be suppressed to prevent the loss of human life and limit damage to real property and to cultural or natural resources.
- (2) The Concessioner has the responsibility to ensure that all Concession Facilities meet federal codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable National Fire Protection Association Codes (NFPA). The Concessioner is responsible for providing and maintaining fire extinguishers, smoke detectors, and other safety and security devices as may be necessary.
- (3) The Concessioner shall train and equip personnel for evacuation of employees and visitors. The Concessioner shall immediately report any fires to the United States Park Police dispatcher by calling (202) 619-7300.
- (4) It is also the Concessioner's responsibility to report structural fires immediately to the Service.
- (5) Structural fire suppression is the primary responsibility of the District of Columbia Fire Department. The primary focus of the Concessioner shall be on the effective prevention of fires and the evacuation of persons from the premises.

D) Emergency Medical Care

- (1) *Emergency Medical Response.* The District of Columbia Fire Department is responsible for responding to all medical emergencies within all assigned areas at James Creek Marina.
- (2) *Training.* The Concessioner is encouraged to allow employees to attend emergency medical training, including cardiopulmonary resuscitation ("CPR"), automated external defibrillator ("AED") and First Aid courses. This is required for some job assignments.
- (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. Any injury sustained by a visitor or employee in a concession facility and all medical emergencies shall be immediately reported to the United States Park Police dispatcher by calling (202) 619-7300 or 911.

E) 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 a written Emergency Action Plan ("EAP") and Emergency Response Plan ("ERP") in accordance with 29 CFR 1910.38 and 1910.120 respectively. The EAP will describe emergency action procedures to be followed by employees. 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 fuel and sewage.
- (3) *Training.* EAP and ERP training for employees will be documented. 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 Superintendent of nonincidental hazardous substance spills and releases at (202) 690-5158.
- (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) *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.

F) 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 along with the Service in regards to safety concerns.

6) 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
National Capital Parks-East
1900 Anacostia Drive, SE
Washington, D.C., 20020-6722

B) Public Statements

All media inquiries concerning operations within the Park will be forwarded to the Park’s Public Affairs Office.

C) Advertisements and Promotional Material

(1) *Promotional Material*

- (a) Approval. All advertisements, brochures, and other public information shall be submitted to the Superintendent for approval prior to publication, distribution, or broadcast. Billboard advertising is prohibited. Boat sales or brokering on park property is prohibited. "For Sale" signs or other forms of advertising are not permitted on boats.
- (b) Promotional material distributed within the Park is restricted to services and facilities within the Park.
- (c) The Concessioner may display promotional material at approved locations within Park visitor centers as well as within the Concession Facilities, with Park approval.
- (d) 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 and/or printing dates. The Superintendent will make every effort to respond to minor changes to brochure and other texts within 20 days. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product.

(2) *Statements.*

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

7) INSURANCE

The Concessioner will provide a Certificate of Insurance showing that it has the insurance required in the Contract. This certification shall be provided each year and at such time as the policy is renewed.

8) 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. Slip renters will have secured 24-hour access.
- (b) Marina Manager. The Concessioner is encouraged to have a Manager on staff that either has or is actively pursuing and will complete the Certified Marina Manager (“CMM”) designation from the International Marine Institute or equivalent.
- (c) Marina Policies. The Concessioner will provide the marina operating rules and policies to the Superintendent for review and approval within 60 days from the effective date of Contract execution 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) Clean Marina Program. The Concessioner, with assistance from the Service, will develop a program for and participate in the District of Columbia Clean Marina Program that incorporates Best Management Practices (BMPs) and is consistent with Service guidelines.

(2) *Marina Policies*

- (a) The Concessioner will provide the marina operating rules and policies to the Superintendent for review and approval no later than 60 days after the execution of this Contract, and when subsequent changes are made.
- (b) The Concessioner will post marina operating rules in the marina office and provide copies to all slip renters.
- (c) It is the policy of the Service that wet storage slips will be used for recreational purposes only. The slip rental agreements, and waitlist, will be available to the Service upon request.
- (d) Subletting of slips and/or dry storage spaces is not permitted. Only one boat will be registered to each slip. Slips may not be sold or transferred by the renter. Slips will not be

acquired or held by boat dealers for the purpose of the sale of boats. Boats may not display "For Sale" signs.

- (e) The Concessioner shall require slip-holders to have current registrations and carry current insurance at all times on their boats.
- (f) Vacant slip spaces 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.
- (g) The Concessioner will maintain and provide to the Service upon request, a Rental Slip Inventory including an inventory of all rental slips, customer name, boat name, and registration number.
- (h) Normal and routine boat maintenance work is allowed, however any and all work must comply with Service "Clean Marina" standards (as amended, supplemented, or superseded). Normal and routine maintenance work includes changing batteries, fuel cans, changing oil and washing boats with biodegradable soap. Extensive repairs, beyond normal maintenance procedures, are required to be performed off Park land.
- (i) The Concessioner will ensure that no maintenance wastes generated by customers remain on site. The Concessioner will properly dispose of all concessioner generated wastes and maintain records as necessary.
- (j) Salvage companies hired to retrieve submerged concessioner boats must be bonded. Slip renters must follow park regulations, if applicable, when hiring salvage companies.
- (k) Submerged vessels must be raised within a reasonable period, as determined by the Service in consultation with the concessioner.

The Concessioner shall insure that all aspects of marina operations are conducted in accordance with all Applicable Laws, codes, regulations and other requirements. This requirement includes, but is not limited to, boat maintenance activities, use of hazardous materials, storage of fuels, refueling boats, and other operation where environmental, hazmat, safety, and other requirements may be particularly stringent.

- (3) *Boat Slip Rental Agreements.* The Concessioner shall submit its proposed rental agreement to the Superintendent for review and approval, including any subsequent revisions to the rental agreement, prior to annual implementation. Boat slip rental agreements records will be made available to the Service for review.

The Concessioner will insure that each occupied slip will have a current boat slip rental agreement in place with the appropriate renter's signature or are vessels owned by the Concessioner as outlined in this Contract. The boat slip rental agreement will be properly documented with current ownership and registration information.

The Concessioner shall implement and require, as a condition of the slip rental agreement, the following:

- (a) Each occupied slip will have a current agreement in place with the appropriate renter's signature. Ownership of the vessel will be documented on each agreement.
- (b) All restrictions must be included in the in the boat storage rental agreement.
- (c) The Concessioner will inform slip holders in writing and as part of the boat storage rental agreement of prohibited maintenance activities, procedures for allowable minor boat maintenance and other environmental management requirements, including stating that the use of environmentally preferred products is encouraged.

- (d) The Concessioner shall inform all slip-holders in writing and as part of the rental agreement that living aboard boats at the marina is not permitted. A "live aboard" is defined as someone who stays on board a boat in the marina for four (4) or more nights in any seven (7) day period more than three (3) times in any twelve (12) month calendar period. Responsibility for enforcement of this restriction rests with the Concessioner. Lease agreements for slip-holders who violate this provision must be terminated.
 - (e) The Concessioner shall include in the rental agreement a clause reserving the right to request a copy of a recent National Association of Marine Survey (NAMS) certified marine survey as a condition of the lease agreement.
 - (f) 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, including all Federal and District of Columbia laws, and National Park Service regulations, and to provide a place for the renter to initial this condition.
 - (g) 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.
 - (h) Before boat slip rental agreement renewals, the Concessioner will ensure that an annual through-hull inspection program is implemented.
 - (i) 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.
 - (j) The Concessioner will document that a boat has been inspected and does not allow the discharge of blackwater into the waters of the Anacostia River. The Concessioner will make such records available for Service review.
 - (k) 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.
 - (l) The Service may provide inspection training. The Concessioner will have designated staff attend training as provided.
- (4) *Docks and Slips*
- (a) All docks will be equipped with shore power of at least 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.
 - (b) Boat owners are responsible for securing their boats to the slip, maintaining their boats, and checking them regularly. The Concessioner shall require slip-holders to maintain their boats in good, seaworthy condition with the bilges reasonably clean and the hull and structure generally sound. A National Association of Marine Surveyors (NAMS) survey, or equivalent survey, may be required. Boats shall not be allowed to become unsightly or reduced to a dilapidated condition. 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) The Concessioner is responsible for the condition of each slip, including all cable lines, cleats, connecting eyes and other appurtenances. The Concessioner will enforce minimum standards for the lines and equipment used to secure the boat to the slip.
- (d) Boat attachments, such as pulpits, will not extend more than six inches over a walkway or dock to reduce safety hazards.
- (e) The Concessioner will develop protocols to avoid slips and falls on the docks by boaters, guests and employees.
- (f) The Concessioner will insure that all public areas, including the docks and land areas adjacent to the slips, are well maintained and kept clear of personal property of slip-holders. The Concessioner shall require of slip-holders that personal property (such as furniture, barbecue grills, etc.) and other safety hazards, including but not limited to trash, equipment, paint, and fuel containers are not left on the docks or other public areas. The Concessioner shall not allow storage of boat trailers.
- (g) A boat storage identification number will identify all slips. This number will be easily legible from the entrance to the slip.
- (h) 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.

(5) *Fuel Docks*

- (a) Service. The fueling facility will be open on a year-round basis.
- (b) Available Fuels. Unleaded gasoline, outboard motor oil, and other lubricants will be readily available to the boating public.
- (c) Fueling Procedures and Training
 - (i) The Concessioner will develop, implement and maintain a documented vessel fueling 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 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.
 - (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.

- (d) Fuel Storage Tank Management. The fuel storage tanks and dispensing systems will be operated in accordance with Applicable Laws, including NFPA 30A.
 - (e) 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 Plan in accordance with 40 CFR Part 112 and 29 CFR 1910.120, respectively. Employee training records will be maintained.
 - (f) OSHA emergency response training hazardous spill training is required for Concessioner personnel working at the fuel dock. All fuel dock employees will be trained to the First Responder Awareness level or greater. The Concessioner will notify the U.S. Park Police at (202) 619-7000 if there is a spill. The Concessioner will assume all costs.
 - (g) Emergency Response and Spill Containment Equipment. Spill response equipment (personal protective clothing, absorbent booms, pads, socks) will be provided at the fuel dock, and will be in good condition, in accordance with NFPA and other applicable regulations. 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. 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.
 - (h) The Concessioner will provide the fuel tank truck delivery area with a catchment basin, treatment facility, or containment system to hold at least the maximum capacity of any single compartment of a tank truck. If this is not feasible, then the Concessioner’s SPCC plan must include a Spill Contingency Plan.
- (6) *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, the boat storage renters and the boating public. 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) 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.
- (7) *Rest Rooms*. All restrooms within the assigned area will be maintained by the Concessioner and will be cleaned according to a posted schedule, at least once daily.

B) Park Lot Operations

The Concessioner will monitor the parking lot daily to ensure all vehicles display required parking permits. The Concessioner is required to maintain the parking lot in a clean manner and the parking lot may not be used for any other purposes other than to provide public parking at rates approved by the Superintendent. The parking lot may not be used for long-term storage of marina or concession equipment or for vessel storage.

9) REPORTING REQUIREMENTS

A) Park Reports

- (1) *Annual Overall Rating.* The Concessioner will receive an annual overall rating by March 1 for the preceding calendar year. The Superintendent and/or his/her representative(s) are available to meet with the Concessioner to discuss the annual evaluation, which includes contractual, operational, public health, and risk management components.

B) Concessioner Operational Reports

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

- (1) *General*

- (a) Employee Listing. The General Manager will provide the Service a list identifying all Concession employees, including their job titles, and office and emergency phone numbers within 30 days of the Contract execution, by March 1 of each year, and when significant changes are made.
 - (b) Incident Reports. The Concessioner will report all emergency incidents immediately to the U.S. Park Police or 911 for fire and ambulance. The Concessioner shall immediately notify the Superintendent of any and all emergency incidents, including but not limited to the following:
 - Any fatalities or visitor-related incidents which could result in a tort claim to the United States
 - Property damage estimated to be over \$500
 - Employee or visitor injuries requiring more than minor first aid treatment
 - Any fires
 - Any motor vehicle accidents
 - Any incident that affects the Park's resources
 - Any known or suspected violations of the law
- (2) *Monthly Visitor Use Reports.* The Concessioner will provide a monthly patron use report that may be mailed, faxed or emailed to the Park so that it is received by the 15th day of each month. The Park will supply the format of the report. The report will include:
 - Number of slips available
 - Number of slips occupied
 - Percentage of occupancy
 - (3) *Monthly Asset Monitoring Report.* The Concessioner will maintain a management information system to document patron use patterns and impacts. A monthly asset monitoring report will be provided to the Service. The following information will be included in this report. The report will be due to the Park by the 15th day of the following month.
 - (a) Financial and Operational Statistics. The Concessioner will provide operational statistics and financial information for each revenue-producing service. The statistics and information provided will be in a format agreeable to the Concessioner and the Service, but, at a minimum, will include the following information.

	Number	Revenue
Wet Slip-holders		
Parking Lot Users		
Retail Customers		
Fuel Customers		
Total:		

- (b) Visitor Comments. The Concessioner will provide tabulated summaries of all visitor comments to the Park, including a year-to-date tabulation.
- (4) *Certificates of Insurance*. The Concessioner will provide annual updated statements and certificates of insurance not later than 15 days after the insurance(s) renewal date(s) and in accordance with the Contract.
- (5) *Inspections*. Any inspection reports conducted by outside agencies (i.e., fire department, OSHA) shall be submitted to the Superintendent within fourteen (14) days of receipt.
- (6) *Annual Construction and Repair and Maintenance Plan*. The Concessioner will, by November 15 and in accordance with Exhibit F, provide a plan of timing and costs of implementing projects for the following calendar year.
- (7) *Annual Concessioner Operational Reports*. An annual summary report will be due 60 days after the end of the year, unless otherwise agreed upon by the Superintendent. This data should be presented in a concise spreadsheet format. This Annual report will summarize monthly operation and revenue statistics reported in the Monthly Asset Monitoring Report.

C) Concessioner Financial Reporting

In addition to the Annual Financial Report (“AFR”) required in the Contract, the following financial reports will also be required. For these reports the Service desires that the format be developed based on currently acceptable accounting practices. Each revenue-producing department (i.e. slip rentals fuel sales, and parking) 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- and mid-season financial forecast for each business activity compared to annual budget (format to be developed jointly at Contract inception).
- (3) *Monthly Franchise Fee Reporting*. By the 15th of each month and as part of the monthly reporting, the Concessioner shall report on the franchise fee deposit made from the preceding month. Reporting documentation shall include a copy of the wire transfer identifying the account and the amount transferred.

D) Summary of Initial and Recurring Due Dates

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

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	Schedule	Due Date	Reference
Initial Requirements			
Balance Sheet	Initial	Within 90 days of execution of this Contract, or its effective date, whichever is later	Contract, Sec. 14 (c)(1)
Environmental Management Plan	Initial/Annually	Within 60 days of the effective date of this Contract; annual updates	Contract, Sec. 6 (b)(1)
Risk Management Plan	Initial/Annually	Within 60 days of the effective date of this Contract; annual updates	Operating Plan, Sec. 3 H
Annual			
Employee Listing	Annually	Within 30 days of Contract Execution and by March 1 of each year and when significant changes are made	Operating Plan, Sec. 9B(1)(a)
Annual Rate Change	Annually	At least 60 days prior to anticipated implementation dates	Operating Plan, Sec. 3 C(2)
Annual Financial Report	Annually	Not later than 120 days after the 1 st day of the concessioner's fiscal year	Contract, Sec. 14 (b) Operating Plan, Sec. 9 C
Certificate of Insurance	Annually	At the time of purchase and annually thereafter; also when the policy is renewed	Operating Plan, Sec. 7
Budget	Annually	To be determined	Operating Plan, Sec. 9 C(1)
Financial forecast	Annually	To be determined	Operating Plan, Sec. 9 C(2)
Concessioner Operation Reports (excluding Management Listing & Visitor Use Statistics)	Annually	As outlined in the Operating Plan	Operating Plan, Sec. 9 B
Monthly			
Visitor Use Statistics	Monthly	By the 15th day of the following month of each month of operation	Operating Plan, Sec. 9 B(2)
Franchise Fee	Monthly	By the 15th day of the following month of each month of operation	Operating Plan, Sec. 9 C(3)
Miscellaneous Reports and Data	As required	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.	Contract, Sec. 15 (c)

Approved, effective _____, 20____

By: _____

Regional Director