

**CP-GLAC010-94**  
**CONCESSION PERMIT**

United States of America  
Department of the Interior  
National Park Service

CONCESSION PERMIT

PERMIT NO. CP-GLAC010-94

This Concession was previously  
authorized pursuant to Subconcession to  
CC-GLAC002-81

NAME OF CONCESSIONER: Edward DesRosier

dba: Sun Tours

ADDRESS: Post Office Box 234

CITY, STATE, ZIP: East Glacier, Montana 59434

PHONE NUMBER: (406) 226-9220

(Area Code and Number)

The above, hereinafter referred to as "Concessioner", is hereby authorized and agrees to provide the following:

A. Scope of Services

- (1) Interpretive bus tours conducted by Blackfeet Tribal members, integrating aspects of the Blackfeet culture with narratives from a Blackfeet Tribal members perspective. The tours will begin and end outside Glacier National Park. Tour passengers will not be picked up in Glacier National Park.
- (2) Guided interpretive tours over Logan Pass departing from locations on a regular scheduled basis as set forth in the Operating Plan.
- (3) Other tours to the Many Glacier, Cut Bank or Two Medicine areas need not be on a regularly scheduled basis.
- (4) Any other services incidental to the operations authorized hereunder at the request of the Secretary.

B. Vehicles

- (1) A maximum of 3 vehicles will be used by the Concessioner. The Concessioner shall furnish to the National Park Service (NPS) the number and description of the vehicles that will be used in providing transportation services prior to each operating season. Any anticipated change in the vehicle fleet inventory beyond those

identified in the Operating Plan shall be brought to the attention of the NPS at minimum 24 hours in advance of the anticipated change. The Concessioner agrees to maintain all vehicles in good working order and have a plan of regularly scheduled maintenance and servicing for such vehicles.

(2) Vehicles and vehicle operations under this agreement and the administration thereof by the Secretary shall be subject to the Department of Transportation (DOT) and State of Montana regulations related to all requirements for passenger vehicles for hire.

1. TERM. This permit shall be for the term of three years and seven months, beginning June 1, 1994, through December 31, 1997, subject to the following terms and conditions:

2. REVOCATION. It is expressly understood and agreed that this permit may be revoked or amended at any time at the discretion of the Director.

3. TRANSFER OR ASSIGNMENT. The Concessioner shall neither transfer nor assign this permit, nor grant any interest or privilege therein without prior written approval of the Director.

4. FACILITIES AND SERVICES. (a) The Concessioner shall maintain and operate the concession in such manner as the Director may deem satisfactory and shall provide the plant if not provided by the Service and the personnel, equipment, goods, and commodities necessary therefor. An Operating Plan which more specifically describes the Secretary's requirements will be developed in consultation with the Concessioner and reviewed on an annual basis. Adjustments to the Operating Plan may be made by the Superintendent as required. The Operating Plan established by the Superintendent shall not amend or alter the material rights and liabilities of the parties to this PERMIT.

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

Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health. The Concessioner shall, as a part of complying with the National Park Service's Safety and Occupational Health Policy, develop, maintain, and implement a written Documented Loss Control Management Program, to be approved by the Superintendent acting through the Director.

5. RATES. (a) All rates and prices charged to the public by the Concessioner shall be subject to regulation and approval by the Service. A schedule of rates shall be filed in duplicate with the Director and shall be adhered to until a revised schedule is approved.

(b) The Concessioner will provide Federal employees conducting official business reduced rates for essential transportation and other specified services in accordance with procedures established by the Director.

6. LANDS AND BUILDINGS. The Director, retaining right of entry, hereby assigns for use by the Concessioner:

NONE

7. ACCOUNTING RECORDS AND REPORTS. The Concessioner shall maintain such accounting records as may be prescribed by the Service. It shall submit not later than March 1 of each year, a financial report for the preceding year in the format prescribed by the Service and such other data as may be required by the Service. Certain of this information may be released to the public pursuant to the provisions of 36 C.F.R. Part 51.9. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Report Form issued by the Secretary. The Service shall have the right to examine the Concessioner's records to verify all such reports. The Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of five (5) calendar years after the close of the business year of the concessioner, have access to and the right to examine any pertinent books, documents, papers, and records of the Concessioner related to the permit or permits involved.

8. FRANCHISE FEE. For the term of this permit, the Concessioner shall pay to the Director for the privileges granted herein as follows:

(a) A sum equal to TWO PERCENT (2%) of the Concessioner's annual gross receipts, as herein defined, for each operating year authorized pursuant to the permit.

(b) The franchise fee shall be due on an annual basis and shall be paid no later than September 30 of each operating year. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. Overpayments shall be offset against the following year's franchise fees due. All franchise fee payments consisting of \$10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) An interest charge will be assessed on overdue amounts for each 30 day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United

States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual along with current administrative fees for late payments.

(d) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales, for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this permit, and excluding gross receipts from the sale of genuine United States Indian and native handcraft, intracompany earnings on account of charges to other departments of the operation (such as laundry), (Charges for employees' meals, lodgings, and transportation) cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin-operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

#### 9. INSURANCE AND INDEMNITY.

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

The Concessioner shall, prior to each operating season, provide the Director with a Statement of Concessioner Insurance and Certificates of Insurance as evidence of compliance with this section and shall provide the Director thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

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

(b) PUBLIC LIABILITY The Concessioner shall provide Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized

hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than (\$1,000,000) per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

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

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

The Concessioner shall also obtain the following additional coverage at the same limits as required for Comprehensive General Liability insurance unless other limits are specified below:

(1) Automobile Liability:

Concessioner operated vehicles either owned, non-owned, leased, and/or hired vehicles used solely by Concessioner employees within the boundaries of Glacier National Park:

Coverage Amount: In amounts as required by  
State Law

Concessioner operated vehicles either owned, non-owned, leased, and/or hired vehicles carrying general public passengers within the boundaries of Glacier National Park:

Coverage Amount \$1,000,000

(2) Workers' Compensation: It is the policy of the United States that all persons engaged in providing the services authorized by this contract must be provided with Workers' Compensation insurance in accordance with the provisions of State Law.

10. LIEN. As security for the faithful performance by the Concessioner of all of its obligations under this permit, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

11. NONDISCRIMINATION. The Concessioner shall comply with the following requirements:

(a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967;

(b) Title V, §§ 503 and 504 of the Rehabilitation Act of September 26, 1973, 29 U.S.C. § 793, as amended in 1978;

(c) 41 C.F.R. Part 60-2 prescribing affirmative action requirements for contractors and subcontractors;

(d) the Age Discrimination in Employment Act of December 15, 1967 as amended, 19 U.S.C. §§ 621-634; and

(e) the Architectural Barriers Act of 1968, 42 U.S.C. §§ 451-4156, which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals and to make facilities accessible to or usable by handicapped persons so that they will not be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by an Executive agency or by the United States Postal Service.

(f) Americans with Disabilities Act, 42 U.S.C. § 12102 et seq. (ADA), and 49 C.F.R. § 38 Subpart (A, B, G, and H).

The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment and use of their facilities. Regulations heretofore promulgated are set forth in Exhibit "A" attached hereto and made a part hereof.

12. ADVERTISING. The Concessioner's brochures, advertising, literature, and other materials shall accurately reflect the services authorized and conducted under this permit. Literature distributed in Glacier National Park shall not include information on commercial activities conducted outside the Park. Proposed brochures are subject to the Superintendent's prior approval and are subject to be withdrawn from use if found to be inaccurate.

13. GENERAL PROVISIONS. (a) Operations under this permit shall be subject to the laws of Congress governing the area and rules and regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated.

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

(c) Reference in this permit to the "Director" shall mean the Director of the National Park Service, and the term shall include his duly authorized representatives. Reference in this permit to the "Service" shall mean the National Park Service.

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

The special provisions of this permit are set forth in Exhibits A and B.

Dated at Glacier National Park, Headquarters this 14<sup>th</sup> day of JUNE 1994.

SUN TOURS

UNITED STATES OF AMERICA

BY  BY   
TITLE OWNER Superintendent  
DATE JUNE 14 1994 Glacier National Park

EXHIBIT "A"

CONCESSION AUTHORIZATION NO.: CP-GLAC010-94

NONDISCRIMINATION

SECTION I

REQUIREMENTS RELATING TO EMPLOYMENT

AND

SERVICE TO THE PUBLIC

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

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

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

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

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which

shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

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

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

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

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

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

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

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

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

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

## SECTION II

### ACCESSIBILITY

Title V, Section 504 of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law and calls for consultation with disabled persons in determining what is reasonable and feasible.

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

PART A

**DISCRIMINATION PROHIBITED**

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

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

PART B

**EXISTING FACILITIES**

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

EXHIBIT "B"

GOVERNMENT-OWNED STRUCTURES ASSIGNED TO

SUN TOURS

Pursuant To

CONCESSION PERMIT CP-GLAC010-94

"NONE"

**CP-GLAC010-94**

**AMENDMENTS**

**EXTENSIONS/CONTINUATIONS**

AMENDMENT NO. 1  
CONCESSION PERMIT CC-GLAC010-94  
SUN TOURS  
AND  
GLACIER NATIONAL PARK  
MONTANA

The AGREEMENT is made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior and the Director of the National Park Service, hereinafter referred to as the "Secretary", and Sun Tours, hereinafter referred to as the "Concessioner".

W I T N E S S E T H

THAT WHEREAS, the Secretary and the Concessioner are parties to Concession Permit CC-GLAC010-94 which became effective on June 1, 1994, and by which the Concessioner is authorized to provide services for the public within Glacier National Park, hereinafter referred to as Area, in accordance with Concession Permit CC-GLAC010-94; and

WHEREAS, the Secretary and the Concessioner have mutually agreed that it is in the best interest of the public that the services be provided and expanded;

NOW, THEREFORE, in consideration of the forgoing, the parties hereto covenant and agree to and with each other that Concession Permit No. CC-GLAC010-94 is hereby amended, as follows:

1. Section A. Scope of Services, (1) by deleting the last two sentences. The section will now read:

Interpretative bus tours conducted by Blackfeet Tribal members, integrating aspects of the Blackfeet culture with narratives from a Blackfeet Tribal member's perspective.

\*\*\* GLACIER NATIONAL PARK \*\*\*  
\*\*\*\* NATIONAL PARK SERVICE - INTERMOUNTAIN REGION \*\*\*\*

2. Section B. Vehicles, (1) by deleting the first sentence. The section will now read:

The Concessioner shall furnish to the National Park Service (NPS) the number and description of the vehicles that will be used in providing transportation services prior to each operating season. Any anticipated change in the vehicle fleet inventory beyond those identified in the Operating Plan shall be brought to the attention of the NPS at minimum 24 hours in advance of the anticipated change. The Concessioner agrees to maintain all vehicles in good working order and have a plan of regularly scheduled maintenance and servicing for such vehicles.

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

Executed at West Glacier, Montana this 21 day of, May, 1997.

SUN TOURS

By:   
Edward DesRosier  
Title: OWNER  
Date: 4-28-97

NATIONAL PARK SERVICE

Acting For  
By:   
David A. Mihalic  
Superintendent  
Glacier National Park

AMENDMENT NO. 2  
CONCESSION PERMIT NO. CP-GLAC010-94  
SUN TOURS  
AND  
GLACIER NATIONAL PARK  
MONTANA

The AGREEMENT is made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior and the Director of the National Park Service, hereinafter referred to as the "Secretary", and Sun Tours, hereinafter referred to as the "Concessioner".

W I T N E S S E T H

THAT WHEREAS, the Secretary and the Concessioner are parties to Concession Permit No. CP-GLAC010-94 which became effective on June 1, 1994, and by which the Concessioner is authorized to provide facilities and services for the public within Glacier National Park, hereinafter referred to as Area, in accordance with Concession Permit No. CP-GLAC010-94; and

WHEREAS, the Secretary and the Concessioner have mutually agreed that it is in the best interest of the public that the services be continued; and

WHEREAS, pursuant to the 36 C.F.R. 51.5, public notice has been published in the Federal Register on October 16, 1997, and Commerce Business Daily on October 17, 1997, of the Secretary's intention to make this amendment; and

WHEREAS, the Secretary finds it necessary to extend this Permit for a period of time to finalize the Area's planning and development documents;

NOW, THEREFORE, in consideration of the forgoing, the parties hereto covenant and agree to and with each other that Concession Permit No. CP-GLAC010-94 is hereby amended, as follows:

\*\*\* GLACIER NATIONAL PARK \*\*\*  
\*\*\*\* NATIONAL PARK SERVICE - INTERMOUNTAIN FIELD AREA \*\*\*\*

1. Amend #1 TERM of the Concession Permit as follows:

DELETE "This permit shall be for the term of three years and seven months, beginning June 1, 1994, through December 31, 1997, subject to the following terms and conditions:" in its entirety and substitute in lieu thereof the following:

"This permit shall be extended for the term of TWO (2) years from January 1, 1998, through December 31, 1999, or until the execution of a new permit, whichever occurs first, except as it may be terminated as herein provided under Concession Permit No. CP-GLAC010-94, subject to the following terms and conditions:"

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

Executed at West Glacier, Montana this 25<sup>TH</sup> day of, November, 1997.

SUN TOURS

NATIONAL PARK SERVICE

By: *Thomas H. DuRoi*

By: *Charles R. Lovelace*

Title: OWNER

Acting for Superintendent  
Glacier National Park

Date: 11-17-97



United States Department of the Interior  
NATIONAL PARK SERVICE



Intermountain Region  
12795 West Alameda Parkway  
Post Office Box 25287  
Denver, Colorado 80225-0287

IN REPLY REFER TO:

IMDE-CM (CP-GLAC010-94)

CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

RECEIVED  
JUL 30 1999  
CONCESSION MANAGEMENT

JUN 30 1999

Mr. Edward Des Rosier  
Sun Tours  
P.O. Box 234  
East Glacier, Montana 59434

Reference Authorization: CP-GLAC010-94

Dear Mr. Des Rosier:

As a result of passage of the "National Park Service Concessions Management Improvement Act of 1998" (Public Law 105-391) the National Park Service generally will not be able to enter into new long term concession authorizations until final adoption of regulations in accordance with the new law. Accordingly, pursuant to section 403(11) of Public Law 105-391, and upon return of a signed copy of this letter agreement to the undersigned, your Concession Authorization is hereby extended to December 31, 2000. All other terms and conditions of the Concession Authorization will remain the same, subject to the terms of Public Law 105-391.

The National Park Service will notify you when it issues a solicitation for award of new Concession Authorization covering the service provided by you.

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office, Attention: Judy Jennings, Chief, Concessions Management Program, no later than July 30, 1999.

Sincerely,

*Linda L. Stoll*  
for John E. Cook  
Director  
Intermountain Region

Accepted:

*Edward Des Rosier*  
Concessioner

7-25-99  
Date



# United States Department of the Interior

## NATIONAL PARK SERVICE BUSINESS RESOURCES DIVISION

Intermountain Support Office - Denver  
12795 West Alameda Parkway  
Post Office Box 25287  
Denver, Colorado 80225-0287

IN REPLY REFER TO:  
C38 (IMDE-CM)

Mr. Ed De Rosier  
Sun Tours  
P.O. Box 234  
East Glacier, Montana 59434

JAN 11 2001

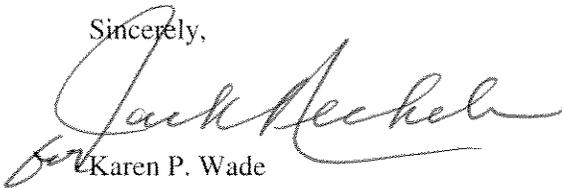
Dear Mr. De Rosier:

The National Park Service has begun the process of issuing prospectuses for new concession contracts. However, as a result of delays occasioned by the passage of P.L. 105-391 and the promulgation of related implementing regulations and standard concession contract language, the National Park Service generally will not be able to issue new long term concession contracts and permits for all expiring authorizations. Accordingly, pursuant to section 403(11) of P.L. 105-391 and 36 CFR §51.23, and upon return of a signed copy of this letter agreement to the undersigned, your concession authorization No. CP-GLAC010-94 is hereby extended to December 31, 2001, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of P.L. 105-391.

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

Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office.

Sincerely,



Karen P. Wade  
Director, Intermountain Region

Accepted:



Sun Tours



# United States Department of the Interior

## NATIONAL PARK SERVICE INTERMOUNTAIN REGION

12795 West Alameda Parkway  
Post Office Box 25287  
Denver, Colorado 80225-0287

IN REPLY REFER TO:

C38 (IMDE-CM)

DEC 17 2001

Mr. Edward Des Rosier  
Sun Tours  
P.O. Box 234  
East Glacier, Montana 59434

Re: National Park Service Permit No. CP-GLAC010-94

Dear Mr. Des Rosier:

As you know, your National Park Service (NPS) concession permit expires at the end of this year. Because of the current NPS backlog of concession contracting actions, we are not able to issue a prospectus and award a new multi-year concession contract for your current operations prior to the expiration of your concession permit.

In order to authorize you to continue to provide visitor services, this letter, when counter-signed by you, will constitute a temporary concession contract with a term of up to one year from the expiration of your current concession permit. The terms and conditions of this temporary concession contract are the same as your expiring concession permit (which is incorporated by reference as part of this letter contract) with one exception. The exception is that, even if your concession permit authorized construction by you on NPS lands, no construction may occur under the terms of this temporary concession contract.

With this possible exception, this temporary concession contract in effect is an extension of your current concession permit.

In accordance with 36 CFR 51.24(b), your acceptance of this temporary concession contract will not affect in any way the rights you may have under the terms of P.L. 105-391 to the award of a new multi-year concession contract covering your current concession operations.

Please indicate your acceptance of this temporary concession contract by signing below and return the fully executed letter to this office no later than December 31, 2001. A pre-addressed envelope is enclosed for your convenience. Your cooperation is greatly appreciated.

We have enclosed an additional copy of this letter for your files.

Sincerely,



Karen P. Wade  
Director, Intermountain Region

Accepted:



Concessioner

12-20-01

Date

Enclosures



# United States Department of the Interior

## NATIONAL PARK SERVICE INTERMOUNTAIN REGION

12795 West Alameda Parkway  
Post Office Box 25287  
Denver, Colorado 80225-0287

IN REPLY REFER TO:

NOV 14 2002

C38 (IMDE-CM)  
GLAC010

Edward Des Rosier dba Sun Tours  
29 Glacier Ave.  
East Glacier MT 59434

Mr. Edward Des Rosier:

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

Accordingly, pursuant to Section 403 (11) of P.L. 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter agreement to the undersigned, your concession authorization is hereby extended to December 31, 2004, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of P.L. 105-391.

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

Please indicate your acceptance of the extension provided by this letter in the space provided below and return the fully executed letter to this office by December 31, 2002. A pre-addressed envelope is enclosed for your convenience. We have enclosed a copy of the letter for your files.

Sincerely,

Karen P. Wade *for*  
Director, Intermountain Region

Accepted:

Concessioner

Date



United States Department of the Interior  
NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION  
12795 West Alameda Parkway  
Post Office Box 25287  
Denver, Colorado 80225-0287



In Reply Refer to:  
C38 (IMDE-ACM)

RECEIVED  
FEB 11 2005

FEB 07 2005

Sun Tours  
Mr. Edward Desrosier  
4310 North 14<sup>th</sup> Avenue  
Phonix, Arizona 85013

Re: National Park Service Concessions Permit CP-GLAC010-94

Dear Mr. Desrosier:

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

Upon return of a signed copy of this letter of agreement to the undersigned, your concession authorization is hereby extended to December 31, 2005, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the authorization will remain the same, subject to the terms of Public Law 105-391.

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

Please indicate your acceptance of the extension provided by this letter by signing in the space provided below and return the fully-executed letter to this office by February 18, 2005. A pre-addressed envelope is enclosed for your convenience. A copy of this letter has also been enclosed for your files.

If you have any questions, or if we can provide further assistance, please contact Tom Williamson, Acting Chief of Concessions at (303) 969-2582.

Sincerely,

*Stephen P. Martin, Acting*

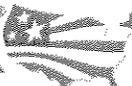
Stephen P. Martin  
Director, Intermountain Region

Accepted:

*Edward Desrosier*  
Concessioner

*2-9-05*  
Date

Enclosures

TAKE PRIDE  
IN AMERICA 



United States Department of the Interior

NATIONAL PARK SERVICE  
INTERMOUNTAIN REGION  
12795 West Alameda Parkway  
Post Office Box 25287  
Denver, Colorado 80225-0287



C38 (IMDE-ACM)

DEC 27 2005

Mr. Edward Desrosier  
29 Glacier Ave.  
East Glacier, MT, 59434

Re: National Park Service Concessions Contract CP-GLAC010-94

Dear Mr. Desrosier:

The National Park Service (NPS) is continuing the process of issuing prospectus for new concession contracts. However, as a result of the delays created by the number of expiring permits and contracts, we have determined that it is necessary to continue the visitor services provided within your current concession authorization.

Under the provisions of your concession contract and pending the completion of the public solicitation of a prospectus for a new concession contract, the NPS hereby authorizes the continuation of visitor services for a period not-to-exceed one year under the terms and conditions within the concession contract. By copy of this letter of agreement to the undersigned, you are hereby authorized to continue to provide services through December 31, 2006, or until such time as a new contract for this operation is awarded, whichever occurs first. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract. All other terms and conditions of the authorization will remain the same, subject to the terms of Public Law 105-391.

The NPS will notify you when it issues a solicitation for award of a new concession contract covering the service you provide. Please indicate your acceptance of this authorization to continue to provide visitor services by signing in the space provided below and return the fully-executed letter to this office within 30 days of receipt. A pre-addressed envelope is enclosed for your convenience. A copy of this letter has also been enclosed for your files.

If you have any questions, or if we can provide further assistance, please contact Tom Williamson, Acting Regional Chief of Concessions at 303-969-2582.

Sincerely,



Michael D. Snyder  
Director, Intermountain Region

Accepted:



Concessioner

12-28-05  
Date

Enclosures