

EXHIBIT B**OPERATING PLAN**

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Voyageurs National Park (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.

The Concessioner is required to provide the following visitor services during the term of the Contract.

Service	Size	Location
Lodging	<ul style="list-style-type: none"> • Kettle Falls hotel rooms (12) • Villas (10 units in 3 villa buildings) • Camper cabins (4) 	Kettle Falls area
Food & Beverage	Full-service restaurant (breakfast/lunch/dinner) within the Hotel (~50 seats)	Kettle Falls area
Retail	Souvenir & camping supply sales within the hotel and at the Trading Post which are open regular hours approved by the NPS.	Kettle Falls area
Guest transportation	Round trip boat transportation to Kettle Falls from the mainland for lodging guests. Limited electric cart service (not to exceed 7 carts) for guests around the Kettle Falls area	Kettle Falls area
Marina Services	<ul style="list-style-type: none"> • Fuel, oil, ice and bait sales • A minimum of five (5) Boat & outboard motor rentals • Overnight docking 	Kettle Falls area
Mechanical Boat Portage Services	Boat portage between boat launch sites on Rainy Lake and Namakan Lake (over the Kettle Falls dam)	Kettle Falls area
Employee Housing	At such locations as are provided and/or approved by the Park. Onsite food services for staff will also be provided	Kettle Falls area

The Concessioner is authorized, but not required, to provide the following visitor services during the term of the Contract:

Service	Location
Onsite sales of alcoholic beverages	Kettle Falls hotel
Fishing guide services	Kettle Falls area
Kayak, canoe, and Stand-up paddleboard rental	Kettle Falls area
Vending machine operations	Kettle Falls area
Dockside electrical hookups at marine dockside power pedestals only	Kettle Falls area
General merchandise sales	Kettle Falls area
Lodging amenity services (including massage services)	Kettle Falls area
Limited winter camper cabin services (January 1 through mid-March)	Kettle Falls area
Sack lunch provision (sales)	Kettle Falls area
Water taxi service from Kettle Falls to park approved destinations	Kettle Falls area
NPS approved boat-based interpretive tours	Kettle Falls area
Minor boat repair	Kettle Falls area
Guest Laundry Service	Kettle Falls area
Overnight slip rental for non-guests of the hotel	Kettle Falls area
Chase Boat Services	Kettle Falls area

2) RESPONSIBILITIES

A) CONCESSIONER

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner will designate an on-site General Manager who:

- (1) Has the authority and the managerial experience to operate the Concessions Facilities and provide the required services, and, if applicable, the authorized services under the Contract.
- (2) Must employ staff with the expertise and training to provide all the required and/or authorized services under the Contract.
- (3) Has full authority to act as a liaison in all concession administrative and operational matters within the Area; and

- (4) Has the responsibility for the Concessioner's implementation of the Services' policies and directives.
- (5) In the absence of the General Manager, the Concessioner must designate an acting General Manager.
- (6) The Concessioner must provide the Service with a listing of Management Personnel and phone numbers annually, and as updated.

B) SERVICE

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service policies and directives, including concession contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Evaluation of Concessioner services and facilities
- (2) Review and approval of methods and rates charged for all commercial services; and
- (3) Review and approval of modifications to concession facilities.

3) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

The Concessioner must provide the required services, and authorized services, if applicable, for Area visitors on a seasonal basis. The Concessioner must submit a written schedule of the proposed opening and closing dates and operating hours for all concession operations by March 1 each year for the Superintendent's approval.

- (1) The Concessioner's minimum operating season for all services is the Friday before fishing opener in May through September 30th.
- (2) The Superintendent may approve delayed opening services due to late ice out conditions, delayed start of NPS water and sewer services or emergencies, but these changes must be agreed upon and approved by the Superintendent prior to implementation.
- (3) All services must be open with regular hours of operation during any holidays within the operating season.
- (4) The Concessioner must answer phones the entire calendar year. When the concession operations are closed, the Concessioner must maintain an answering machine or service. The Concessioner must return calls daily.
- (5) For "after hours" emergencies, the Concessioner must post in all assigned facilities, including each rental unit, a prominently displayed phone number and location of the nearest telephone as well as other relevant instructions.

B) Rate Determination and Approval Process

- (1) Rate Determination. The Service ensures the Concessioner's rates and charges to the public are commensurate with the level of services and accommodations provided by the private sector. The Service will determine if the rates are reasonable, based on the current National Park Service Concession Management Rate Administration Guide (2017) found here: [Rate Administration - Concessions \(U.S. National Park Service\) \(nps.gov\)](#). Rate approval methods are subject to change.
 - (a) Retail Rates. The Concessioner must base rates for retail pricing on a Competitive Market Declaration and convenience store items and groceries must use either the MSRP or NACS Mark-Up percentage.
 - (b) Food and Beverage Rates. The Concessioner must submit rates for food and beverage items in accordance with the current National Park Service Core Menu Guidelines. After the Concessioner and Service establish an initial core menu, only those core menu items regularly on the menu are subject to comparability analysis. The Concessioner will not include non-core items on the rate requests, but the Service will review those items for

- menu approval. All menus are subject to the Superintendent's approval prior to finalization.
- (c) Lodging Rates: The Concessioner must base rates for lodging on comparability.
- (d) Fuel Rates: Fuel rates will be set using the Markup percentage as outlined in the Rate Administration Guide (2017). In addition to submitting the fuel invoice, the Concessioner must submit the barge invoice as well to the Chief Ranger for review and setting of new rates.
- (e) Boat Rental/Watercraft Rental, Water Transportation, and Boat Portage service: All of these rates may be increased by the CPI method annually. (CPI-U US City Average)
- Water Transportation of guests assumes a \$50 Roundtrip rate effective January 1, 2024. Prices may increase by CPI each year
 - Fully Outfitted Fishing Boats. The maximum rental rate for these boats, effective January 1, 2024, will be \$236/day.
 - Basic Fishing Boats: The maximum rental rate for these boats, effective January 1, 2024, will be \$91/day.
 - Canoes/Kayaks/Stand-up Paddleboards: The maximum rental rate for these vessels, effective January 1, 2024, will be \$43/day.
 - Boat Portage service: The maximum rate for providing boat portage services, effective January 1, 2024, is \$23/boat.
- (2) Annual Rate Change Requests. The Concessioner must submit all requests for rate changes in writing, no later than January 31, to allow for anticipated implementation dates, brochure publication dates and customer notification. Rate requests must comply with current Service guidelines found in the [Rate Administration - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/rate-administration-concessions) and must include comparable data, where appropriate. The Service will evaluate rate requests once per year unless there are extenuating circumstances. The Service will consider alternative rate setting methods that reflect substantial changes in service quality, expenditures, or required investment.
- (3) Rate Approval. The Superintendent will approve, disapprove, or adjust rates and inform the Concessioner of the decision within 30 days of the rate request submittal. Approved rates will remain in effect until superseded in writing by the Superintendent.
- (4) Approved Rate Posting. The Concessioner will provide all rates for goods and services to visitors upon request.
- (5) Rate Compliance. Area staff will periodically conduct on-site comparability studies with follow-up telephone calls to update rate information for a rate review. Rate compliance will be checked during periodic operation evaluations and throughout the year.
- (a) The Concessioner must ensure no published or posted rates exceed any respective maximum rates approved by the Service.
 - (b) Third-party companies selling rooms or services for the Concessioner must sell those rooms or services at or below the approved maximum rate. The Concessioner must include any service fee or commission that the third-party charges in the approved maximum rate. This includes third-party booking agents (e.g., Expedia, Travelocity, Orbitz).
- (6) Reservations
- (a) Reservation System. The Concessioner must have a central computerized reservation system capable of accommodating requests for lodging. This system must also enable people to make reservations online for the property. Reservation systems must integrate with the Concessioner's Property Management Information System and provide comprehensive reporting capabilities. The Concessioner may use its own reservation system or use the Service's reservation service provider at www.recreation.gov.
 - (b) The Concessioner must accept lodging reservations on a 365-day forward rolling basis at a minimum.

- (c) Advance Rate Approvals. The Concessioner may advertise and charge a higher advance rate for its upcoming season prior to completion of formal rate approvals in accordance with the Service's Rate Guide.
- (d) Minimum Reservations: Requirements for a 2-day minimum for weekends and for holidays or special events are acceptable. Longer minimums must be approved in writing by the Superintendent.
- (e) Confirmed Rates. Rates confirmed by the Concessioner, as identified in the reservation confirmation, must be honored during the entire length of stay. There is an exception regarding reservations confirmed using advance booking rates. Should the approved rate for the stay be less than the advance rate on the reservation, the Concessioner must refund the difference on the confirmed advance reservation rate. Alternatively, if the approved rate for the stay is more than the confirmed advance reservation rate, the Concessioner must honor the confirmed rate.
- (f) Overbooking. The Concessioner must not overbook unless there is a comparable or superior service or facility available. The Concessioner must be able to provide the comparable or superior service or facility at the same price as the original booking price. The Concessioner may implement a waiting list system that neither guarantees the visitor a reservation, nor charges the visitor, until the Concessioner confirms availability of a service.
- (g) Deposit, Cancellation, and Refund Policy. The Concessioner may not hold a deposit for lodging unless the Service approves such a policy. The Concessioner may charge a cancellation fee for late cancellations, based on cancellation policies approved as part of the Concessioner's initial and annual rate request. The Concessioner must include its deposit, cancellation, and refund policies in all accommodation brochures, websites, and reservation confirmations.
- (7) Reduced Rates for Government Employees. The Concessioner may not provide goods and services to government employees or their families without charge or at reduced rates not available to the general public. Lodging will be provided to government employees conducting official government business at the government per diem rate established in accordance with the Federal Travel Regulation.

C) Purchasing

- (1) Competitive Purchasing. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by suppliers not related to the Concessioner or parent company.
- (2) Discounts. The Concessioner must take advantage of all available trade, cash and quantity discounts and rebates when feasible and pass them through to the Area visitor, as applicable to the rate approval method detailed in the National Park Service Concession Management Rate Administration Guide (2017).
- (3) Environmental: The Concessioner must purchase environmentally preferable products and services when feasible.

D) Use of National Park Service Authorized Concessioner Mark

- (1) The Service has an approved Concessioner Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Concessioner Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner". The Concessioner must comply with the guidelines for use of the Concessioner Mark as provided on the [NPS Commercial Services website](#).

E) Evaluations

- (1) The Concessioner must manage operations and services to ensure the protection of resources, compliance with public health and safety requirements, and provide satisfactory services for Area visitors within the Concession Facilities. The operation of facilities and services authorized by this Contract will conform to the evaluation standards set forth in the current Commercial Services Guide which can be found here: [Commercial Services Guide \(nps.gov\)](#).

- (2) *Periodic Operations Evaluations.* The Service will conduct both announced and unannounced periodic evaluations of Concession Facilities and services to ensure conformance to operational standards. The Service will contact managers at the time of evaluations so that a representative of the Concessioner may accompany the Service evaluator.
- (a) The Service reserves the right to enter the Concession Facilities at any reasonable time for any evaluation or when otherwise deemed necessary.
 - (b) Frequency of Operational Evaluations. The Service will conduct a minimum of two (2) periodic evaluations per year for seasonal operations. The number of such periodic evaluations may be reduced by one (1) per year if, in the previous year, that facility received an average operational rating of four (4) out of five (5) or higher and each Periodic Evaluation in the current year continues to be four (4) or higher.
 - (c) Correction of Deficiencies. The Concessioner must meet with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations. The Concessioner is responsible for correction of deficiencies and abatement plans within dates assigned by the Service as outlined in the periodic evaluation.
- (3) *Health and Safety Inspections*
- (a) Concessioner Safety Inspection. The Concessioner's Safety Manager must perform periodic interior and exterior safety inspections of all Concession Facilities in accordance with its documented Risk Management Plan. The Safety Manager must ensure employee compliance with health, fire, and safety code regulations as well as the Service's policies and guidelines.
 - (b) National Park Service Safety Inspections. The Service will periodically conduct a comprehensive safety and occupational health evaluation of all operations and facilities as part of its review of the Concessioner's Risk Management Program.
 - (c) Public Health Inspections. The US Public Health Service Sanitarian will conduct announced and unannounced periodic evaluations of the Concessioner's food and beverage facilities.
- (4) *Environmental Audit.* The Service will conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance in accordance with the current Service Concession Environmental Audit Program Operating Guide. The Service considers performance in closing audit findings in the annual Environmental Management Program (EMP) Evaluation. Audits will be conducted at minimum every five years.
- (5) *Annual Overall Rating.* The Service determines and provides the Concessioner by April 1 each year an Annual Overall Rating Report based upon the Service's evaluation of the Concessioner's Contract compliance and performance for the preceding calendar year. The Annual Overall Rating will consist of the following individual reports and include a score and rating.
- (a) Administrative Compliance Report. The Administrative Compliance Report and rating considers Contract compliance criteria, including timely and accurate submission of the annual financial report, franchise fees, proof of required insurance which must be submitted annually, and promotional materials.
 - (b) Operational Performance Report. The Operational Performance Report collates the individual periodic evaluation scores and weights them if necessary. The Service will work with the Concessioner to determine weighting, if any.
 - (c) Public Health Program Evaluation Report. The Public Health Program Evaluation Report is a compilation of the year's public health inspections.
 - (d) Risk Management Program Evaluation Report. The Service will annually conduct a comprehensive review of the Concessioner's Risk Management Program (RMP). This review will consider performance in complying with NPS risk management standards, implementing life safety and fire safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service will also be a component of this report.

- (e) Environmental Management Program Evaluation Report. The Service will conduct an annual evaluation of the Concessioner's Environmental Management Program (EMP). The evaluation will consider performance in meeting the Service's environmental compliance requirements, protecting natural resources, and operating in accordance with the Concessioner's documented EMP. Performance in addressing the Concessioner's environmental audit findings will also be a component of this evaluation.
- (f) Asset Management Program Evaluation Report. The Service will conduct an annual evaluation of the Concessioner's Asset Management Program (AMP). The evaluation will consider the Concessioner's performance in maintaining the Concession Facilities.

F) General Policies

- (1) *Facilities Use*. The Concessioner may not use the Concession Facilities for activities or services that do not directly and exclusively support contractual services required by this Contract without written permission from the Service.
 - (a) Quiet Hours. The Concessioner must enforce quiet hours between the hours of 10:00 p.m. and 6:00 a.m. in all overnight facilities.
 - (b) Smoking Policy. All facilities are designated non-smoking. Smoking, including the use of e-cigarettes, is prohibited inside all facilities, including outdoor areas within twenty-five (25) feet of air intake ducts, windows, doorways, and bay doors. The Concessioner must post notices in all public areas as necessary. The Concessioner must designate employee smoking areas and provide appropriate receptacles and training to ensure cigarette butts are disposed of properly.
 - (c) Light Pollution. The Concessioner must provide adequate exterior illumination to ensure safety but must also ensure lighting does not contribute to night light pollution. Information regarding the Service's initiative to prevent light pollution may be found on the [Protect Natural Lightscapes website](#).
 - (d) Alternate communication required.
 - The Concessioner must maintain a working marine radio in the hotel lobby for communication with rental vessels.
 - The Concessioner must also keep a satellite phone available in the event the phone lines go down for communication in the event of an emergency.
- (2) *Interpretative Services*:
 - (a) Each concession employee must be knowledgeable and able to communicate to the general public accurate information about the Park and its features.
 - (b) Non-Personal Interpretive Services. The Concessioner must pursue a non-personal interpretive program. This includes interpretive messages on items such as menus, placemats, paper cups, and tent-cards in the restaurant or bar. Guest rooms should also contain interpretive materials.
- (3) *Accessibility*. The Concessioner must comply with the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA). Facilities that are either newly constructed or are renovated must meet accessibility requirements.
- (4) *Credit Cards*. The Concessioner must accept credit cards including, at a minimum, Discover, MasterCard, Visa, and American Express.
- (5) *Possession of Firearms*
 - (a) The Concessioner is responsible for determining how it will implement state and Federal firearm possession laws regarding its visitors. The Concessioner should consult the Minnesota state attorney general's office about relevant state firearms laws.
 - (b) The Concessioner must provide the Service its written policy detailing how it will implement these laws regarding its operation for review and approval according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The policy should also include a plan for management of public firearm possession in regards to concession activities.
 - (c) Concessioner employees may not possess firearms while on duty. The Superintendent may grant exceptions to this prohibition upon consideration of a written request from the

Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner.

- (6) *Lost and Found.* Any lost items turned in to the Concessioner or found by concession employees must be turned in to the closest visitor center within seven days, together with the following information: where the item was found, by whom, and date found. Concession employees must direct visitors who have lost or found items to the visitor center for reporting, if they are not able to help the visitor. Area employees, volunteers, and Concession employees may not claim lost and found items unless the items are theirs.
- (7) *Visitor Comments.* The Concessioner must establish a Service-approved customer satisfaction monitoring system. The Concessioner must submit its plan for this system within 120 days of the effective date of the Contract. The system may consist of electronic or hard-copy (i.e., comment card) surveys depending upon the location and services being monitored. Service approval must be obtained prior to use of the system. The system must monitor customer satisfaction with service and quality standards, product mix, pricing, and overall Area experience. These surveys must include, at a minimum, NPS standard customer satisfaction questions located on the Commercial Services website on the page titled Standards and Evaluations at <https://www.nps.gov/subjects/concessions/standards-and-evaluations.htm>. The Concessioner must have an adequate supply of comment cards within its facilities, or information on accessing the electronic survey must be available at appropriate locations.
 - (a) The Concessioner must investigate and make an initial response to any complaint within 48 hours. A copy of the complaint and the Concessioner's response must be submitted to the Chief Ranger within five days of response.
 - (b) Upon receipt, the Concessioner must provide copies to the Service of visitor comments that allege misconduct by a Concessioner or Service employee, pertain to the safety of visitors, or pertain to the safety of Area resources.
 - (c) The Concessioner must provide the Service with a monthly and annual electronic report of survey responses including comments and complaints, including electronic and hard copy results, in a format to be defined by the Service. The monthly report is due with the Monthly Operations Reports by the 15th of the month following receipt, and the annual report is due on January 15. The Concessioner must provide individual comments upon request.
 - (d) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
 - (e) The Service is piloting a centralized, web-based guest satisfaction program to solicit feedback from concession customers. The Concessioner must adopt the Service's program when it is available. If applicable, the Concessioner must also submit within 14 days of receipt, a copy of any customer satisfaction data collected by third parties on behalf of the Concessioner including any statistical analysis of this data.
- (8) *Opening/Closing of Concession Facilities*
 - (a) The Concessioner will conduct a closing and opening inspection to ensure standards are met before closing for the winter or opening for visitors in the spring.
 - (b) The Concessioner will develop written procedures and standards for opening and closing facilities and make them available to the Service upon request.
- (9) *Vending*
 - (a) Standards. Vending and/or ice machines, should the concessioner elect to utilize them, will be illuminated in accordance with NPS night sky guidelines and policies.
 - (b) Vending machine fronts may not advertise a specific product or brand but should be of a design and color which complements the aesthetics of the Area.
 - (c) All locations of machines will be approved by the Service prior to placement.

- (d) Vending machines must be clean, properly stocked, and in good working condition.
 - (e) The Concessioner must have a printed sign on each machine informing visitors where they may obtain a refund in the event of a malfunction.
 - (f) If the machines are winterized prior to season end, a printed sign must be placed on each machine indicating that they have been winterized.
 - (g) Vending machines should have energy-conserving equipment such as passive infrared sensors that turn off lights or regulate the internal temperature.
- (10) *Vessels, Vehicles, and Golf Carts*
- (a) Licensing, Insurance, Maintenance and Registration. The Concessioner must properly register, license, insure, and maintain, in accordance with all Applicable Laws, all Concessioner vehicular equipment and vessels used to perform services under the Contract.
 - (b) Identification. The Concessioner will identify its vessels and vehicles as **<insert Concessioner name>** vehicles with company name and logo.
 - (c) All vehicles/vessels must be checked weekly to ensure they are free of leaks and in good operating order.
 - (d) The Concessioner may not have more than seven (7) golf carts in service.
 - (e) Golf carts must only be used on established trails and not driven over lawns.
 - (f) Golf carts must only be parked on the east side of the Hotel, and near the fueling stations on both the Rainy and Namekon sides.
 - (g) There may not be more than two (2) golf carts parked at any one time at each Villa, including Employee Housing.
- (11) *Interaction with Wildlife*. The Service prohibits feeding and harassing of wildlife within all units of the National Park System.
- (a) The Concessioner must neither encourage, nor inadvertently facilitate, the feeding of wildlife at any facility within its land assignment by displaying food, such as popcorn and bread, in a manner that may imply approval of the feeding of wildlife.
 - (b) The Concessioner must completely control and contain all food supplies and waste materials and containers, within the Concession Facilities in order to avoid attracting wildlife.
 - (c) The Concessioner must develop and display signs that discourage littering and feeding of wildlife and warn people of the risks associated with such activity. Signs must use symbols and pictures to convey the message.
- (12) *External Regulatory Agencies*. Any notices of violation, requests for corrective action, or any other type of performance or non-performance notices from external regulatory agencies must be submitted to the Service as soon as possible, but not later than ten days after receipt by the Concessioner. External regulatory agencies are any agencies having authority and/or jurisdiction over any facet of the Concession Facilities or operations in the Area.
- (13) *Volunteers in Parks Program*. The Concessioner may allow its employees to participate in the Service's Volunteers in Parks (VIP) Program. More information on the Service VIP Program can be found at www.nps.gov/volunteer.

G) Human Resources Management

- (1) *Employee Identification and Appearance*. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude.
 - (a) The Concessioner must issue all employees an employee photo identification card that includes their name and an expiration date based on the employee's anticipated departure date. The Concessioner must collect identification cards upon termination of employment or at the end of the season for seasonal employees.
 - (b) While on duty, all Concessioner employees must wear a personal nametag and identifiable uniform or uniform/standardized clothing.
- (2) *Employee Hiring Procedures*

- (a) *Staffing Requirements.* The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods. The Concessioner must use its best efforts to recruit qualified staff representative of the local community.
 - (b) *Driver Requirements.* Drivers of Concessioner-owned and/or concessioner-operated vehicles or vessels will have a valid operator's license for the size and class of vehicle being driven, including vehicles used on the Kettle Falls portage road.
 - (c) *Boat Drivers.* Operators of any passenger carrying vessel will meet all licensing requirements as determined by the United States Coast Guard (USCG), and must hold a valid USCG six-pack license, at a minimum, if transporting people on the water.
 - (d) *Drug-Free Environment.* The Concessioner must maintain a drug-free workplace environment. All employees who are in a position where federal or state law so requires must participate in a drug-testing program and must make proof of such testing available to the Service upon request. Should any illegal drug or alcohol use occur, it must be immediately reported by the Concessioner to the Chief Ranger or Park Headquarters.
 - (e) *Background Checks.* The Concessioner must perform appropriate background checks on all employee hires as appropriate for the position. These may include wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Concessioner must inform prospective employees in advance of hire that the Concessioner may make this information available to the Service.
 - (f) *Terminated Employees.* The Concessioner must transport employees, and their personal property, who have been terminated or arrested out of the Area to a regional transportation hub.
 - (g) *Ill or Injured Employees.* The Concessioner must transport ill or injured employees to and from a medical facility, when necessary, unless it is a 'life or limb' emergency, in which case they should call 911 to arrange emergency transport which may include a helicopter.
 - (h) *Service Employees.* The Concessioner must not employ any Service employee without the Superintendent's prior written approval. The Concessioner must not employ a Service employee, their spouse, or a minor child when the responsibilities of the Service employee include making recommendations, decisions, or approvals related to services required or authorized under the Contract. All requests for approval for Concessioner employment of Service employees or family members, including spouse or dependent children, must be in writing and must indicate the nature of the duties of the Service employee and that of the family member, as well as the proposed compensation for the family member.
- (3) *Training*
- (a) The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Documentation that such training (and any others) has been completed must be provided to the Service upon request.
 - (b) *Orientation*
 - The Concessioner must provide employee orientation and training and must inform employees of Service regulations and requirements that affect their employment and activities while working in the Area.
 - As part of orientation, the Concessioner may request the Service to present Concessions Regulations and Service policies to Concessioner employees and managers.

- The Concessioner must provide customer service training for employees who have direct visitor contact to ensure employees provide accurate information and behave appropriately.
- (c) *Alcohol Server Training.* If the Concessioner chooses to serve alcoholic beverages, the Concessioner must provide the Minnesota Alcohol Server training course to employees dispensing alcoholic beverages.
 - (d) *Food Sanitation Training.* The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with the most recent edition of the US Public Health Service Food Code. There must be a certified Food Service Manager on duty at all times when the restaurant is open.
 - (e) *Environmental and Risk Management.* The Concessioner must provide appropriate training in environmental and risk management to employees. This training must include, at a minimum, evacuation plans, emergency lighting, and fire reporting procedures. The training also must include at least one fire drill. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan, Environmental Management Plan and as required by Applicable Laws.
 - (f) *Interpretive Training.* All staff are required to read the book, "Kettle Falls: Crossroads of History". The Concessioner must encourage employees to attend the annual pre-season interpretive training provided for seasonal Park interpreters.
 - (g) *Employee Break Area.* The Concessioner must provide an area for employees to take a break that is out of sight of the general public.
- (4) *Employee Handbook.* The Concessioner must provide all employees with a copy of the Concessioner's employee handbook, which must specifically identify the policies and regulations of the Concessioner and the Service. To assure consistency with all Area rules and regulations, the Concessioner must provide a copy of its employee handbook to the Service according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
 - (5) *Organized Labor Activity.* The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

H) Employee Housing, Food Service, and Recreation

- (1) *Employee Housing Standards.* See the [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/standards-and-evaluations-concessions-us-national-park-service) page for Employee Housing Standards (10-EHO). All standards on the 10-EHO form, except for #4. Parking, apply, as well as the following:
 - (a) The Concessioner must develop and implement a written employee housing policy and agreement. The content of the employee housing agreement and employee housing rules and regulations are subject to Service approval. The Concessioner must provide the Service with the housing agreement and employee housing rules and regulations annually according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The employee housing agreement must specify housing rates for employee deposit and refund policies, and assignment policies.
 - (b) The Concessioner must inform employees residing in the Concessioner's employee housing area of Service regulations and policies through employee orientation and official advisories and notices provided by the Concessioner or the Service.
 - (c) The Concessioner must ensure that no pets reside in employee housing, nor can visiting pets remain overnight. Pets visiting for the day with employees are subject to the same pet restrictions as Area visitors which are set forth under the provisions of 36 CFR §2.15 and in the Superintendent's Compendium. Notwithstanding the provisions of 36 CFR §2.15, the

Concessioner shall comply with all Applicable Laws regarding the provision of reasonable accommodations for employees with disabilities.

- (d) The Concessioner must not overcrowd the employee dorm by putting more than two people into each employee housing unit
 - (e) The Concessioner must annually submit for Service approval its rates for employee housing and meal program for all facilities according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The Concessioner must manage its employee housing rental and meal program on a cost-recovery basis and not for profit. The Concessioner must ensure that room and board charges do not exceed earnings because of mandatory work reductions.
 - (f) The Concessioner may provide additional employee housing by up to a maximum of 4 Fifth wheel trailers or RVs.
 - Each RV or Trailer will provide housing for a maximum of two employees.
 - The RVs or Trailers will be stationed on the established RV pads near the water ponds east of the employee villa. The RVs will be secured and winterized at this location at the end of each season.
 - The management of utilities is:
 - ◆ The RVs or Trailers will be connected to Park provided electric and water hookups.
 - ◆ Electricity consumption will be billed to the Concessioner.
 - ◆ Gray and black water will be plumbed to existing tanks and then spray fields nearby by NPS and billed in accordance with DO 35B.
 - The Concessioner will complete all necessary maintenance of the RVs or Trailers
 - Residents will keep the premises clean, visually aesthetic, and maintain safe conditions at all times.
 - The RVs/Trailers will be evaluated annually per 10-EHO Standards.
- (2) *Employee Food Service and Recreation.*
- (a) The Concessioner must develop and implement a written employee dining policy, the contents of which are subject to Service approval. The employee dining policy must specify rates for employee meals.
 - (b) The Concessioner must develop and implement a written employee recreation policy, the contents of which are subject to Service approval, and which may include recreation facilities, opportunities to socialize, and transportation options. The employee recreation policy must designate what rates, if any, would apply to employees and their families to use recreation facilities or attend functions.

I) Public Relations and Providing Area Information

The Concessioner must accurately inform and educate the public on many topics throughout all operations, services, and Concession Facilities, including answering questions, signage and labels on menus and sales merchandise, and marketing.

- (1) **Required Notices.** The Concessioner must post the following notices prominently at all regereConcessioner 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
Voyageurs National Park
360 Hwy 11 East
International Falls, MN 56649

This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior.

No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both.

Complaints of violations of this prohibition should be addressed to the Director, National Park Service, P.O. Box 37127, Washington, D.C. 20013-7127.

- (2) **Area Knowledge.** Employees must demonstrate their knowledge of Area resources to communicate with visitors. At a minimum, Area knowledge must include the basic layout of the Area, location of the Visitor Centers, and general warnings and restrictions intended to ensure visitor safety, such as those related to weather events and wildlife interactions.
- (3) **Informational and Interpretive Materials**
- (a) Informational and Interpretive materials. The Concessioner must provide a wide array of methods for conveying informational and interpretive messages to visitors on Area natural and historic resources. The Concessioner must include informational messages in lodging, retail, and food service facilities on a variety of items, including in-room information packets, receipts, menus, table cards, and comment cards. The Concessioner must submit to the Service for review and approval any new or updated materials according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
 - (b) Signs. The Concessioner must ensure all signs, including interpretive information, are professionally made, not hand-printed, and kept clean and well-maintained. All signs are subject to Service review and approval.
 - (c) The Concessioner must clearly label all merchandise with the selling price. Identical items may be marked by display area, rather than on each item.
 - (d) Pricing labels may not conceal country of origin if foreign-made.
- (4) **Advertisements and Promotional Material**
- (a) Approval. The Concessioner must contact the Service and receive Service approval prior to publication, distribution, broadcast, etc. of all promotional material according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The Service may require the Concessioner to remove all unapproved promotional material.
 - (b) Changes. Brochure changes and layout must be submitted to the Superintendent or designee for review and approval at least 30 days prior to the planned printing date. The Superintendent or designee will make every effort to respond to minor changes to brochures and other texts within 15 days. Longer periods may be required for major projects. The Concessioner must contact the Superintendent 60 days in advance to establish specific timeframes for each project.

- (c) Unless the Service approves an exception, the Concessioner must restrict promotional material distributed within the Area to services and facilities within the Area.
- (d) As approved by the Service, the Concessioner may display promotional material at approved locations within Area visitor centers as well as locations within the Concession Facilities and web sites.
- (e) Employment advertisements. When used, advertisements for employment must contain a statement that the company is an equal opportunity employer.
- (f) Statements in Promotional Materials
 - Advertisements for the Concessioner must include either the Authorized Concessioner Mark or a statement that the Service and the Department of the Interior authorize the Concessioner to serve the public in the Area.
- (g) Marketing Methods. The Concessioner must use a variety of marketing tools in order to reach diverse populations of all ages, including, but not limited to, websites, social media, and paper publications (i.e., brochures, newspaper, etc.).
 - The Concessioner must maintain a website, which includes, at a minimum, updated descriptions of its visitor services, rates, policies, a link to the reservations system, and a link to the Area website.
 - The Concessioner must monitor social media pages for offensive postings or inappropriate activities; and remove offensive, inappropriate, or inaccurate postings immediately upon discovery.
- (5) *Media Inquiries*. The Concessioner must forward all media inquiries concerning operations within the Area to the Superintendent.

J) Environmental Management Program

- (1) The Concessioner must comply with the [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](#) located on the NPS Commercial Services website.
 - (a) The Concessioner must develop, document, and implement an Environmental Management Program (EMP) in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners.
 - (b) The Concessioner must submit to the Service an initial EMP, as well as annual revisions, according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
 - (c) The Concessioner must submit to the Service a summary of its EMP performance for the previous calendar year according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
- (2) Further environmental specifications and requirements are found in the Maintenance Plan, Exhibit H, to this Contract and other sections of this Operating Plan.

K) Risk Management Program

- (1) The Concessioner must develop, maintain, and implement its own documented Risk Management Program (RMP) in accordance with [Standards and Evaluations - Concessions \(U.S. National Park Service\) \(nps.gov\)](#) located on the Commercial Services Website.
 - (a) The Concessioner must submit its initial RMP to the Superintendent according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
 - (b) The Concessioner must update its Concessioner Risk Management Program to comply with Applicable Laws.
 - (c) The Service encourages the Concessioner to train or to allow employees to attend emergency medical training, including CPR and Basic First Aid courses.
- (2) *Safety Representative*. The Concessioner must designate one employee as the safety representative at the beginning of the Contract and update this information as necessary. This person must have the authority to make decisions within the Concession Facilities regarding safety concerns.
- (3) *Emergency Evacuation Plan*. The Concessioner must develop and maintain a written Emergency Evacuation Plan in accordance with Applicable Law as part of its Risk Management Program. The Plan must include, at minimum, evacuation procedures for visitors and employees and

- procedures for safeguarding valuables. The Concessioner must train staff on the execution of the plan.
- (4) *Employee Accident/Injury Report.* The Concessioner must provide the Service with an annual summary listing the types of injury/accident employees sustained and employee lost days incurred during the previous calendar year. The report must include a comparison of that year’s data to previous years. This report is due according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.

L) Utilities

(1) *Concessioner Responsibility*

- (a) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service, including electricity, phone, and internet.
- (b) The Concessioner must promptly pay for any utility or service, whether provided by governmental authority or independent suppliers.
- (c) If the Concessioner is paying the Service for utilities , they must make payments due to the Service either through Pay.gov or electronic funds transfers via the U.S. Treasury Pre-Authorized Debit (PAD).
- (d) The Concessioner must not charge visitors a utility add-on.
- (e) The Concessioner must consider water and energy efficiency in all facility management practices and integrate water and energy conservations measures whenever feasible.
- (f) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals.

(2) *Service Responsibility*

- (a) The Service provides water and wastewater disposal (sewer) services at the Concession Facilities.
- (b) The Service will bill the Concessioner in accordance with Applicable Laws, including without limitation, the NPS’s policy, including DO-35B, which requires that utility rates charged to the Concessioner reflect actual costs incurred by the Service.
- (c) The Service has reviewed projected actual operating and maintenance costs and amortized costs of capital improvements for utility systems and services and developed not-to-exceed rates, which are the maximum rates the Concessioner will have to pay during the term of the Contract. The following table lists the not-to-exceed rates for the term of the Contract:

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total Water Rate*	57.31	58.96	60.68	62.46	64.31	66.24	68.25	70.33	72.50	74.76
Total Wastewater Rate*	63.43	80.57	82.03	83.55	85.13	86.78	88.49	90.27	92.12	94.05

**rates are per 1000 gallons.*

- (d) Nothing in this agreement will prevent the Service from terminating a particular utility service if such service is commercially available and the Service deems it is in the public interest to switch to a commercial utility.

M) Protection and Emergency Services

(1) *Service Responsibility*

- (a) *Authority.* The Service has concurrent jurisdiction on all Area lands and facilities including law enforcement, search and rescue, emergency medical services, public health, and structural fire. The Service provides resource, employee and visitor protection and conducts law enforcement patrols of the Area.
- (b) The Service and/or appropriate local agency will handle all violations of federal, state, county, or Service regulations or policies. The Service may contact state or county officials for

assistance in some matters and this will be accomplished through the office of the Chief Ranger or their authorized representative.

- (2) *Concessioner Responsibility*
 - (a) *Authority.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors and employees. They have no authority to take law enforcement action or to carry firearms while on duty.
 - (b) *Reporting Criminal Violations.* The Concessioner must implement standard operating procedures that result in the immediate reporting of all suspected and known criminal violations to Park Dispatch at (440) 546-5945 or by dialing 911 if it is an emergency.
 - (c) *Door Locks.* The Concessioner must routinely maintain and test door locks, including guest room doors, to ensure effectiveness.
 - (d) The Concessioner must post emergency contact information in each lodging room and on bulletin boards.
- (3) *Structural Fire Prevention, Protection, and Suppression*
 - (a) The Concessioner is responsible for reporting all structural fires immediately to Park dispatch at (440) 546-5945 and by dialing 911 if it is an emergency.
 - (b) The Concessioner must prepare and maintain a Fire Prevention Plan in accordance with 2 CFR §1910.39 and the Area's Structural Fire Management Plan. This plan must be integrated into the Concessioner's Risk Management Program.
 - (c) The Concessioner must designate a Structural Fire Manager who should be named in the Concessioner's Risk Management Program to ensure the Concessioner's compliance with its fire program responsibilities.
 - (d) The Concessioner must conduct fire prevention, equipment and system inspection, testing, maintenance, and repairs. These must address fire extinguisher requirements under NFPA 10, fire suppression systems (sprinklers) under NFPA 25, fire detection and notification systems (i.e., fire alarms) and other fire suppression systems (e.g., kitchen hoods and computer rooms) under NFPA 72, and emergency lighting and illuminated exit signs under NFPA 101. Inspections must include an occupancy inspection covering building interiors and exteriors prior to opening each season and within 30 days of occupancy for new facilities. The Concessioner must utilize a licensed fire professional for inspection, testing, maintenance, and repair. Licensed fire professionals include fire inspectors, fire protection engineers, or contractors licensed and approved by the state. Concession employees with adequate education, training, and insurance approved by the Service may conduct weekly/monthly visual inspections.
 - (e) The Concessioner must maintain written records verifying the completion of such inspections through the term of the Contract and must provide the records to the Service upon request.
 - (f) The Concessioner must promptly complete the repair and replacement of fire protection systems and life safety systems and components that are found to not be functioning properly during inspections or through other means.
 - (g) The Concessioner must conduct applicable fire prevention awareness training for staff, including fire drills and portable fire extinguisher training.
 - (h) The Concessioner must employ a "no tolerance" policy toward employees found to have tampered with smoke or fire detectors, fire extinguishers, sprinklers, and other safety equipment.
 - (i) The Concessioner must post a fire or emergency exit plan in each of the assigned facilities.
 - (j) The Concessioner must maintain written records verifying the completion of all inspections through the term of the Contract and must provide the records to the Service upon request.
 - (k) The Concessioner must register all eligible lodging facilities with the Federal "Fire-Safe-List."
- (4) *Emergency Medical Care.* The Service provides initial response to emergency medical situations—please contact Park Dispatch at (440) 546-5945 or 911 if it is life threatening. Concessioner employees may provide emergency medical care only to the level of their certification.

- (a) First Aid. The Concessioner must maintain basic first aid supplies at all assigned facilities.
 - (b) Training. An employee certified in standard First Aid and Cardiopulmonary Resuscitation (CPR) training should be staffed and available in Cedar Pass Lodge during operating hours. The Service encourages the Concessioner to allow all employees to attend emergency medical training, including Emergency Medical Responder courses.
- (5) *Emergency Reporting Requirements.*
- (a) The Service and/or appropriate local agencies provide emergency response medical services.
 - (b) The Concessioner must train all Concessioner employees in proper emergency reporting procedures, including how to provide essential information (e.g., a call back number at their location). The Service will investigate all visitor and employee accidents that require medical attention.
 - (c) The Concessioner is encouraged to have at least one certified Emergency Medical Technician (EMT) on staff. The Service will support EMT or other advanced emergency medically trained staff to attend in-Area Service provided EMS trainings
 - (d) Life-threatening emergencies (or unknown status): 911
 - (e) Non life-threatening emergencies: (440) 546-5945

4) **SPECIFIC OPERATING STANDARDS AND REQUIREMENTS**

The Concessioner must provide all services in a consistent, environmentally sensitive, and quality manner. Standards provided by current Service Concession Management Guidelines are service minimums. The Concessioner must monitor and evaluate its operations to ensure that it meets quality standards. The Concessioner must comply with the Service standards and the following requirements. When in conflict, standards and guidelines described in this Operating Plan supersede those identified on the Service Standards posted on the website.

A) **Lodging**

- (1) *Standards.* The Service considers the Kettle Falls Hotel and the Kettle Falls Villas to be at the basic classification level. The Kettle Falls Camper Cabins are considered to be at the Rustic level. See the Commercial Services Website for the Basic (10-LGB), [Basic Lodging Standards \(nps.gov\)](#), and the Rustic (10-LGR) [Rustic Lodging Standards](#). Additional standards and requirements are below.
- (2) *Number and Types of Rooms.* The Concessioner must provide 12 hotel lodging rooms, 10 villa units, and 4 camper cabins.
- (3) *Furnishings.* The Concessioner will be responsible for furnishing the Kettle Falls hotel, villas, and camper cabins. All furnishing must have prior approval by the Superintendent. The furnishings and décor for the hotel must meet the historical theme for the time period represented by the hotel as approved by the Superintendent. The historical theme for furnishing is defined within the Kettle Falls Historic Furnishing Plan, included as Appendix B to the Maintenance Plan.
- (4) *Additional Requirements*
 - (a) The Concessioner must provide internet access, at a minimum, in the hotel and bar area, as well as Employee Housing. The Concessioner may charge for this.
 - (b) The Concessioner must inform guests that all facilities are non-smoking in all advertising, at check-in, and on the Concessioner's website.
 - (c) The Concessioner must provide signage and verbal reminders to visitors to not feed wildlife and to not leave unattended food, beverages, or coolers outdoors. If provided, bear lockers should be used.
 - (d) At a minimum, each guest unit must be cleaned thoroughly with complete bed and bath linens changed between stays. The Concessioner must offer the option to multi-night guests of not having their bed sheets and/or towels changed. Fresh linens, towels, and bathroom supplies must be available upon request.
 - (e) Each guest unit door must be equipped with both a primary lock and secondary deadbolt lock.

- (f) At a minimum, each villa or camper cabin must include information outlining facilities and amenities available in the Area.
- (5) **Exclusions to Service Specific Operating Standards 10-LGB (hotel and villas).** The Service will NOT evaluate the Concessioner on the following standards:
- (a) Standard 4--Parking. There are no cars at the site, hence no parking
 - (b) Standard 15--Luggage Carts. Not required in Concession Facilities.
 - (c) Standard 17--Elevators. Not included in Concession Facilities.
 - (d) Standards 23-25--Ice/Vending, Coin Laundry, Drinking Fountains are either optional (and if provided will be evaluated) or not included in the assigned area.
 - (e) Standard 34--Carbon Monoxide Detectors. None of the rooms are heated with oil or have fireplaces.
 - (f) Standard 54--Carbon Monoxide Detectors. None of the rooms are heated with oil or have fireplaces.
 - (g) Standard 68--Telephone Access. There are no telephones available except at the front desk.
- (6) **Exclusions to Service Specific Operating Standards 10-LGR (camper cabins).** The Service will NOT evaluate the Concessioner on the following standards:
- (a) Standard 4 - Parking. There are no cars at the site, hence no parking
 - (b) Standard 9 - Site Utilities, Equipment, and Delivery Area. None of these exist where the camper cabins are located.
 - (c) Standards 13-37 - All of these were evaluated as part of 10-LGB
 - (d) Standard 43 - Carbon Monoxide Detectors. None of the rooms are heated with oil or have fireplaces.
 - (e) Standard 55 - Kitchenettes. There are no kitchenettes
 - (f) Standards 58-60; 62,63,65-67 - these are all associated with bathrooms with running water which are not present here.
 - (g) Standards 70-87 - These were evaluated as part of 10-LGB.

B) Food and Beverage

- (1) *Food and Beverage Service Standards.* See the Commercial Services Website for the Food and Beverage (Family Casual) Standards (10-FBF), [Family Casual F&B Standards \(nps.gov\)](https://www.nps.gov/family-casual-f&b-standards). Additional standards and requirements are below.
- (a) Seating. The Concessioner must provide at least 40 seats inside the Kettle Falls Restaurant dining room.
 - (b) Host Area and Reservations. The Concessioner must provide an efficient queuing system for guests waiting for a table.
 - (c) Menu. The Concessioner must offer family friendly dining. The Concessioner must offer a range of hot and cold meals, at a variety of price points, accommodating a wide variety of visitors, including light eaters, vegetarians, healthy choices, vegans, children and those with medical restrictions. Portion size/weight of entrée meats will be listed on the menu (i.e. 8 oz steak).
 - (d) Retail and off-site alcoholic beverage sales are prohibited. Misuse and control of alcoholic beverage purchased by area guests will be strictly enforced and monitored by the Concessioner.
 - (e) The Concessioner must offer menu items for carryout by request at no additional charge.
 - (f) The Concessioner must use environmentally friendly dish detergent, and environmentally friendly carryout containers. Styrofoam must not be used.
 - (g) Liquor laws. The Concessioner must have at least one full-time manager who is knowledgeable of the Minnesota laws regarding the purchase, serving and selling of alcoholic beverages.
 - (h) Promotional activities that center on alcoholic beverages are prohibited (i.e. happy hour, two for one sales, etc.).

- (i) At a minimum, public restrooms must be cleaned once daily, twice daily during peak season, or as many times as is necessary to maintain a clean and sanitary restroom.
- (2) *General Food and Beverage Requirements*
 - (a) Public Health. All food preparation, storage, transportation, and dishwashing must conform to the most recent edition of the Food Code as published by the U.S. Food and Drug Administration.
 - *Food Safety Plan*. The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a formal Food Safety Plan that covers safe food storage, handling, and preparation. The Concessioner must provide its initial Food Safety Plan to the Service according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
 - *Food Safety Certification*. The manager of the kitchen must hold certification as a ServSafe Food Protection Manager by the National Restaurant Association or equivalent. Employees preparing and handling food must have appropriate food-handlers training.
 - *Allergens*. The Concessioner must notify guests of potential contamination linked to common allergies, including but not limited to peanuts, seafood, milk, and wheat. The Concessioner must have available the ingredient list for all menu items.
 - (b) Menu Development and Food Product Served
 - *Core Menu*. The Concessioner must submit its draft core menu in writing to the Service for Service approval according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The Service will provide a written response within 30 days of the submittal.
 - *Food Choice*. The Concessioner must comply with the NPS Healthy Food Choice Standards and is encouraged to comply with Sustainable Food Choice Guidelines. Information about these programs is available at [Concessions \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/concessions)
 - *Menu Display*. Hand-held menus and menu boards must be simple, easy to read, and uncluttered. Healthy food choices must be marked with a recognizable symbol.
 - *Product Availability*. The Concessioner must ensure the availability of items listed on menus and menu boards during the entire serving period. Specials may have limited availability.
 - *Quality*. The Concessioner must serve food of the freshest and highest quality appropriate for the service type and level.
 - (c) Food Service and Presentation
 - Table servers must explain preparation and ingredients for menu items on request.
 - The Concessioner must serve food at appropriate temperatures and display it appropriately for the classification of service.
 - The Concessioner must minimize packaging and must not use Styrofoam.
 - The Concessioner must serve tap water only on request as a water conservation practice.
- (3) *Exclusions to Service Specific Operating Standards Family Casual 10-FBF:*
 - (a) Standard 1-14 – The exterior of the Lodge is evaluated on the Lodging PE
 - (b) Standard 27 – Carbon Monoxide Detectors are not applicable.

C) Retail

- (1) *Standards*. See [Retail Standards \(nps.gov\)](https://www.nps.gov/retail) (10-RET). Additional standards and requirements are below.
- (2) *Merchandise Plan*. The Concessioner must develop and implement a Gift Merchandise Plan that reflects the Area's interpretive themes and incorporates it into the operation of all merchandise areas. The Plan must incorporate environmentally preferable purchasing and environmentally preferred products that the Concessioner will sell to Area visitors. The Plan must integrate pollution prevention and waste-reduction objectives and strategies. The Plan must be submitted to the Superintendent no later than 120 days after the effective date of

- the Contract. The plan must be updated annually and submitted to the Service by March 1st of each year.
- (3) *The Concessioner must:*
- (a) Attach, wherever possible and appropriate, informational tags to items offered for sale to show its relationship to Area themes.
 - (b) Seek handcraft items representing Area and regional themes, including crafts by local and Native American artists. Some handcrafts offered for sale must focus specifically on the Native American tribes indigenous to the region and the Area. Items of Area interpretive value and general value in natural and cultural education must be prominently displayed.
 - (c) Carry a selection of clothing and other items to meet the needs of visitors who may have forgotten items or need emergency replacements. The intent of this visitor service is to provide an appropriate selection of items that represents a range of price and quality levels.
 - (d) If there are items which are Made in USA, they should be identified and displayed together. The Service considers "Made in USA" to meet the Federal Trade Commission (FTC) requirement that "all or virtually all" the product has been made in the USA, i.e., all significant parts, processing and labor that go into the product must be of U.S. origin. Made in USA products should not contain any-or only negligible-foreign content.
- (4) *The Concessioner must **not** sell:*
- (a) Articles that persons of normal taste or sensitivity might consider obscene, offensive, profane, or items that reflect a lack of concern for the environment or a culture, or items of religious overtones.
 - (b) Archaeological specimens or objects of American Indian origin over 100 years old, regardless of their origin.
 - (c) Plant materials and other natural materials from Service units.
 - (d) Fossils, petrified wood, or other earth products (such as stalagmites and stalactites or other speleothems).
 - (e) Animal skins or parts of animals obtained illegally or from threatened and/or endangered species. These items also may not be incorporated into merchandise or used in displays.
 - (f) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
 - (g) Merchandise that is subject to spoilage and has exceeded the producer's specific "Do not sell after" date.
 - (h) Items that may, by their nature, encourage violation of Service and Area regulations, i.e. collecting kits, peanuts, birdseed, wildflower or plant seeds, etc.
 - (i) Gifts and souvenirs which are commonly found outside the Area that do not relate to identified Voyageurs themes.
 - (j) Tobacco products.
 - (k) Toy firearms.
 - (l) Items that contain inaccurate or misleading information.
- (5) *The Service may exercise discretion* to determine that certain items may be inappropriate and unacceptable for sale and request that such items be removed.
- (6) *Native American Arts and Crafts.* The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of United States and Native American handcraft items in accordance with Service policy. These records must provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Superintendent, certification of authenticity of all handcraft items for which it claims exception to franchise fee.

- (7) *The Concessioner must also comply with the " Indian Arts and Crafts Act (Act) of 1990" (P.L 101-644), as amended, which states that it is unlawful to offer or display for sale or sell any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian or Indian tribe or Indian arts and crafts organization, resident within the United States.*
- (8) *Convenience Store Items:* The Concessioner must carry a selection of visitor convenience items to meet the needs of visitors.
- (9) *Exclusions to Service Specific Operating Standards Retail Evaluation (10-RET):*
 - (a) 1-10 Public Areas-Exterior. These are evaluated as part of the Lodging evaluation
 - (b) 11-12, 14-16, 18-20 Public Areas-Interior. These are evaluated as part of the Lodging Evaluation.
 - (c) 29-34 Safety. These are evaluated as part of the Lodging Evaluation.

D) Rental Vessels. The Concessioner must provide boats that accommodate the general range of Area visitors as required or authorized by the Service. The Concessioner must follow the Department of Transportation's Passenger Vessel Safety Act of 1993, including any amendments. All boats rented for visitor use must be equipped as required by the USCG rules and regulations as provided for in 33 CFR §173-175 and 36 CFR §3.

- (1) *Standards.* See [Boat Rental Standards \(nps.gov\)](http://www.nps.gov) (10-BOA). Additional standards and requirements are below.
- (2) *Exclusions to Service Specific Operating Standards Boat Standards (10-BOA)*
 - (a) 1-24, Rental Facility Exterior, Public Areas-Interior, Safety, these are evaluated as part of the Lodge evaluation.
- (3) *Boat motors.* All engines must be 4-stroke engines.
- (4) *Rental vessel parking:* All rental vessels must be parked in the slips identified for rental vessel parking.
- (5) *Marine Band Radio.* All rental motor vessels must be equipped with a working marine band radio, or have portable marine band radios included in their rental equipment package.
- (6) *Safety equipment.* All rental boats must be equipped, at a minimum, with the following: extra paddle for motor boats, PFDS for all, an operating horn, a throwable type IV, a marine band radio, and any other equipment required by the USCG.
- (7) *Vessel Inspections.*
 - (a) The Concessioner must inspect all vessels at the beginning of the season, and prior to each rental to ensure proper safety equipment is available to the renters in compliance with USCG requirements. The Concessioner must maintain written records verifying the completion of such inspections and make those records available to the Service upon request.
 - (b) Motors must be pulled from the water at the first sign of a fuel leak.
 - (c) Rental boats, including canoes, kayaks and stand-up paddleboards, must be stored in such a manner that they do not impede traffic flow.
- (8) *Personal Flotation Devices (PFDs).* The Concessioner will develop and implement procedures regarding life vests and to be integrated into their Risk Management Program. Procedures must include:
 - (a) All PFDs must be clearly marked with Lodge name and date acquired to ensure that they get retired in a timely manner.
 - (b) Adult and child PFDs must be segregated in storage
 - (c) There must be an appropriately-sized PFD for each child on board the vessel.
 - (d) The inclusion of a pre-departure checklist to ensure that no vessel leaves the dock without appropriate PFDs.
- (9) *Instruction:*

- (a) The Concessioner must provide all rental vessel customers hands-on instructions in the operation of the vessel and proper use of all equipment, as well as an overview of Service and State regulations.
- (b) Renters will be provided information about Area environmental conditions, as well as lake maps which describe the limitations as to where it is appropriate to use Concessioner boats.
- (c) Renters will be provided information on what to do if conditions change (fog, storms, wind) and how to request assistance, if needed.
- (d) Renters will be offered basic instruction on how to start and run the motor, use oars or paddles, and provided with safety and resource protection information.

E) Marina Services

- (1) *Standards.* See [Marina Standards \(nps.gov\)](https://www.nps.gov) (10-MAR) Additional standards and requirements are below.
- (2) *Exclusions to Service Specific Operating Standards Marina Standards (10-MAR)*
 - (a) 1-39, Marina Office-Exterior, Public Areas-Interior, Safety - evaluated as part of Lodging evaluation
 - (b) 26, 27, 28, These do not exist at Kettle Falls
 - (c) 29-39, There is no shower or laundry facility at the Marina
 - (d) 55-69, These are all the responsibility of the Park
 - (e) 98, There are no night operations
 - (f) 101-111, there is no long-term slip rental
 - (g) 120-121, 125, 129-131, not applicable in this location
- (3) *Electric and water on docks.* The Concession must only provide electric on docks through the use of marine-grade electrical pedestals and water hookups with appropriate backflow preventers. The Concessioner must not permit the use of extension cords or hoses.
- (4) *Available Fuels.* Gasoline, pre-mixed outboard motor (OBM) fuel, outboard motor oil and other lubricants must be readily available to the boating public.
- (5) *Fuel Pump Requirements.* The Concessioner must provide the following at the fuel station:
 - (a) A stable floating platform on which personal watercraft can be fueled
 - (b) Hose reels for dispensing hoses
 - (c) Secondary containment such as pans or tubs for filling gas cans on the dock
 - (d) Spill containment equipment
- (6) *Fueling Procedures.* The Concessioner will develop, document, and implement standard operating procedures (SOPs) for fuel operations and make them available to the Service upon request. These SOPs will include but are not limited to:
 - (a) Fueling private vessels. Only Concession employees trained in fueling procedures may fuel vessels. Area visitors are never permitted to fuel their own vessels.
 - (b) Spill protection. Absorbents must be used to capture fuel from nozzles, fill pipes, and fuel vents during fueling activities. Spill containment equipment will be located in easily accessible locations and labeled for easy identification by both visitors and employees.
 - (c) Filling portable gas tanks. The Concessioner must fill portable gas tanks that are less than 12 gallons in volume off of the vessel in secondary containment (such as a tub).
- (7) *Fuel Transport Truck.*
 - (a) The Concessioner is responsible for operating, maintaining, and repairing the fuel transport truck in accordance with state and federal requirements.
 - (b) Spill containment and leak detection for the truck must adhere to the Park SPCC plan, state, and federal regulations.
 - (c) The Concessioner must not transport fuel anywhere except from the dock to the fuel tanks.

- (d) Standard Operating Procedures must be developed and integrated into the Concessioner's Risk Management Program.
- (8) *Dock Occupancy*
 - (a) The Concessioner may utilize dock space for up to 6 rental boats no longer than 18 feet in length, a shuttle boat for guest transportation, and 3 employee boats.
 - (b) The Concessioner will park concession owned boats in slips identified for their parking.
- (9) *Water Transportation*
 - (a) Water transportation of passengers by the Concessioner is required only for the transporting of guests to and from the hotel along the most direct, practicable route. The Concessioner will propose pick-up and drop-off points and times as a part of their rate requests, or according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.
 - (b) Concession employees that serve as fishing guides and boat operators will meet all appropriate federal, state, and Service requirements, including, but not limited to, having an Operator of Uninspected Passenger Vessel (OUPV), aka 6-pack license
 - (c) No more than six (6) passengers will be carried at any one time on Rainy Lake and no more than 12 (12) passengers or the capacity of the boat, whichever is smaller, in the Namakan basin.
- (10) *Mechanical Boat Portage Services.*
 - (a) The Concessioner will provide equipment and staff capable of transporting boats up to 25 feet in length over land along the Kettle Falls Namakan Lake - Rainy Lake portage road.
 - (b) Written operating procedures will be developed to ensure adequate training, equipment familiarity, and operational steps are defined for staff and visitors during the loading, transport and unloading of vessels.
 - (c) The Concessioner will not portage any boats from the Rainy basin to the Namakan basin that have not been decontaminated.
 - (d) The portage vehicle will not be used to transport people unless they are placed in a designated seat of the vessel or vehicle.
- (11) *Chase Boat Services.* If the Concessioner is providing assistance to stranded boaters by towing them, the Concession Employee must have both an OUPV license and an "Assistance Towing Endorsement" for their Captain's license.
- (12) *Overnight Slip Rental*
 - (a) Only two slips per day may be rented on the Rainy side to overnight visitors who are not guests of the hotel or villa.
 - (b) Reservations may be taken for overnight slip rental.
 - (c) Houseboats may not rent slips in the marina but must stay at the Houseboat mooring site.
 - (d) There is no electric or water available for overnight slip rental.
 - (e) Charges for overnight slip rental will be determined using comparability.

5) CONCESSIONER REPORTING REQUIREMENTS

A) Operations

(1) *Concessioner Operational Reporting*

The Concessioner must provide report data in a Microsoft Office-compatible electronic format. Upon request, the Concessioner must provide the Service with all supporting documentation for all operational reports. The Service requires the following reports, in addition to those set out in Sections 14 and 15 of the Contract, in order to monitor Concessioner activities, understand visitor use, and detect trends. The Service may also request other information from time to time. The Service may change reporting requirements over the term of the Contract. The Concessioner must comply with all changes to reporting requirements.

- (2) *Incident Report.* The Concessioner must report the following to the Chief Ranger's Office or an Area Law Enforcement Ranger immediately, and to the Superintendent or Concessions Management Liaison as soon as it is feasible.
 - (a) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$500.
 - (b) Other incidents that may affect Area resources (e.g., fires, hazardous material spills) or violation of state and federal law.
 - (c) When the 911 or dispatch system is activated.
- (3) *Human Illness Report.* Any suspected outbreak of human illness, whether employees or visitors, is to be reported promptly to the Superintendent. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water, food sources, or other adverse environmental conditions.
- (4) *Operational Performance Reports.* The Concessioner must provide a monthly operational performance report to the Service according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan. The Concessioner must present the data electronically in a concise spreadsheet. The report must include operational, and visitor use statistics and financial information for each activity noted below.
 - (a) Lodging
 - Gross revenue
 - Rooms available and occupied, by week
 - Average daily rate
 - Total guest count
 - Average length of stay
 - Market segmentation (e.g., individual leisure, tours, group)
 - Turn away demand for days during that month and reasons
 - (b) Camper Cabins
 - Gross revenue
 - Number of camper cabins available and occupied, by week
 - Total guest count
 - Average length of stay
 - Turn away demand for days during that month and reasons
 - Winter camping data each month
 - (c) Food and Beverage – For each outlet
 - Gross revenue
 - Number of covers served by breakfast, lunch, and dinner
 - Average check
 - Number of events, if any, including revenue and number served
 - (d) Retail
 - Gross revenue
 - Number of in store/retail transactions
 - Revenue by merchandise category (e.g., gifts and souvenirs, general merchandise, convenience, grocery, apparel, native American handicrafts)
 - Average retail transaction value

B) Concessioner Financial Reporting

In addition to the Annual Financial Report (AFR) required in the Contract, the Concessioner must provide the following financial reports according to the Summary of Initial and Recurring Due Dates at the end of this Operating Plan.

- (1) *Franchise Fee Payments.* The Concessioner must:
 - (a) Make payments due to the Service through electronic funds transfers via Pay.gov or the U.S. Treasury Pre-Authorized Debit (PAD).

- (b) Notify via email the Superintendent or their designee of the date and amount of franchise fee payment.
- (2) *Monthly Franchise Fee/Financial Report*. A Monthly Franchise Fee Report must be submitted electronically to the Superintendent in the form prescribed by the Service by the 15th of each month.
- (3) *Utility Expenses*. The Concessioner must report all utility expenses on its AFR.
- (4) *Employee Payroll*. The Concessioner must report annually a breakdown of payroll by workers compensation class code (or position description) by location.

C) Other Reporting

- (1) *Visitor Demographic Data*. The Service may request the Concessioner provide customer demographic data reports on a periodic basis to assist in understanding Park visitation and concession customer needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.
- (2) *Reservation and Availability Data*. The Service may request the Concessioner provide data to display availability and occupancy information and potentially provide booking data through platforms other than the Concessioner's reservation system such as through Recreation.gov. The Service will work with the Concessioner on such data sharing and appropriate application programming interfaces.

D) Summary of Initial and Recurring Due Dates

- (1) The following table summarizes reporting requirements and details other reports, plans, payments, and inspections that are the responsibility of the Concessioner.

<u>Title</u>	<u>Schedule</u>	<u>Due Date</u>
List of Management Personnel	Initial and as updated	Within 30 days of the Contract effective date and as updated
Employee Housing Policy and Agreement.	Initial and as updated	Within 120 days of the Contract effective date and as updated
Customer Satisfaction Monitoring Plan	Initially	Within 120 days of the Contract effective date and as updated
Rate Approvals	Initial and as updated	Initially and annually by January 31st annually
Certificate of Insurance	Initial and Annually	14 days prior to commencing operations; and annually upon renewal
Environmental Management Program	Initial and Annually	Within 120 days of the Contract effective date, updated annually on January 31
External Regulatory Agency Notices	As needed	As soon as possible, but not later than ten days after receipt
Possession of Firearms Policy	Initial	Within 60 days of the Contract effective date
Core Menu	Initial and as updated	Within 45 days of the Contract effective date and annually by January 31
Food Safety Plan	Initial	Within 60 days of the Contract effective date
Risk Management Program	Initial and Annually	Within 120 days of the Contract effective date and updates due annually by January 31 st
Merchandise Plan	Initial	Within 120 days of the Contract effective date and no later than March 1 st of each year
Informational, Interpretive and Promotional Materials	Initial and as updated	At least 30 days prior to publication and/or distribution
Employee Handbook	Initial and as updated	Within 120 days of the Contract effective date and updates due annually by January 31 st
Visitor Comment Cards	Initial and as updated	Within 60 days of the effective Contract date, and prior to distribution thereafter.
Visitor complaints	As needed	Initial response to visitors within 48 hours, copy of response to Service within 5 days
Human Illness Report	As needed	Reported promptly to the Superintendent
Request for use of the Mark	Initial	Prior to use
Schedule of Operations	Annually	March 1

Employee Accident/Injury Analysis	Annually	January 1
EMP Summary of Performance	Annually	January 1
Operational Performance Summary Report	Monthly and Annually	15 th day of the following month and by January 1 of each year
Annual Financial Report	Annually	120 days from the end of the Concessioner's fiscal year (which must be communicated to the Service within 60 days of the effective Contract date).
Franchise Fee/Financial Report	Monthly	By the 15 th day after the final day of each month of operation
Balance Sheet	Initial	Within 90 days of effective Contract date
Monthly Financial Report	Monthly	By the 15 th day after the final day of each month of operation
Guest Satisfaction Monthly Summary	Monthly and Annually	Within 15 days after the end of the month

Outgoing Loan Agreement (Draft)

Outgoing Loan No.**NPS Unit (Lender):** Voyageurs National Park**(Street/Box):** 360 Highway 11 East

Telephone: (218) 283-6676

(City/State/Zip): International Falls, MN 56649

Fax Number: (218) 285-7407

Superintendent (please print): **Bob DeGross**

Shipping Address (if different):

BORROWING INSTITUTION (Borrower):

(Department):

(Street/Box): _____ Telephone: _____

(City/State/Zip/Country): _____ Fax Number: _____

Responsible Official (Borrower): _____ Title: _____

Shipping Address (if different): _____

NPS Status:

PURPOSE OF LOAN: Furnishings displayed in historic Kettle Falls Hotel per special waiver.

Credit Line:

ITEMS IN LOAN:

Catalog #5887 – rustic chair, “Olaf’s Chair;”

Catalog #5875 – 1922 J.P. Seeburg nickelodeon;

Catalog #5892 – oak buffet with mirror;

Catalog #5888 – 1917 Victrola record player, extra needle and records;

Catalog #5893 – brown painted iron bed (was white);

Catalog #5896 – pressback oak chair;

Catalog #5895 – hotel bedroom dresser;

Catalog #5890 – player piano;

Catalog #5891 – bear skin;

Catalog #5873 – guest registration desk;

Catalog #5879 – trophy walleye;

Catalog #5874 – trophy smallmouth bass and related “Pipestone Bill” Turner plaque;

Catalog #5876 – trophy grayling;

Catalog #5883 – trophy moose antlers;

Catalog #5882 – trophy deer antlers;

Catalog #5884 – 1969 Irving Kay pool table;

Catalog #5877 – bar front/top and backbar storage cabinets;

Catalog #5900 – candy counter

INITIATION DATE:

TERMINATION DATE:

INSURANCE AND SHIPPING/PACKING:

Insurance Paid By:

Insurance Company:

Policy No.:

Packer:

Shipping Paid By:

Method of Shipping: Outgoing:

Return:

Outgoing Loan Agreement

LOAN CONDITIONS:

Outgoing loans are subject to the terms and conditions noted on the attached Conditions for Outgoing Loans. Additional Loan Conditions:

- 1) Objects listed in this loan agreement are property of Voyageurs National Park and will be regularly monitored by Voyageurs National Park collections manager as required by the National Park Service Museum Management Program;
- 2) Objects listed in this loan agreement may be returned to the park's museum storage facility at any time if suffering damage or deterioration and the loan agreement will be adjusted accordingly;
- 3) Other objects from the park's museum collection and purchased from the Charlie and Blanche Williams family may be used to replace objects removed from the Kettle Falls Hotel and the loan agreement will be adjusted accordingly;
- 4) Objects listed in this loan agreement will be inventoried annually as required by the National Park Service Museum Management Program.

SIGNATURES

ON INITIATION OF THIS AGREEMENT: The undersigned borrower is an authorized agent of the borrowing institution.

Signatures indicate agreement to terms specified in this loan agreement and attached conditions.

PLEASE SIGN BOTH COPIES AND RETURN ORIGINAL TO THE NPS.

Name of Responsible Official (Borrowing Institution), Title (Please print)

Signature

Date

Name of Superintendent (Lending NPS Unit) (Please print)

Signature

Date

RETURN STATUS:

Extension Termination Date:

RETURN OF LOAN:

The undersigned is an authorized agent of the lender. Signature acknowledges receipt of all material in good condition or in condition as noted on _____ this agreement or in attached object condition report(s). A signed copy is sent to the borrower to acknowledge the return of the loan.

Name of Superintendent (Lending NPS Unit) (Please print)

Signature

Date