REQUEST FOR PROPOSAL FOR THE OPERATION OF
PELICAN POINT LANDING AND CAMPGROUND

The Stutsman County Park Board is requesting sealed proposals for the concession contract for Pelican Point Landing and Campground. This is a five-year contract, beginning with the 2015 recreation season. The deadline for submitting a proposal is 3:00 P.M. on September 3, 2014.

All proposals must be mailed or hand delivered to the County Auditor’s Office, 511 2nd Ave SE, Suite 102, Jamestown, ND 58401 where they will be publicly opened in the Commission Chambers. Any proposal to be considered must be received prior to the deadline time on September 3, 2014.

Copies of the “Concession Contract,” proposal form and complete advertisement are available at the County Auditor’s Office or on the County’s website at www.stutsmancounty.org; click on the “BID/RFP” tab.

By Order of the Stutsman County Park Board

Please publish August 23rd and 30th, 2014.
STUTSMAN COUNTY
BOARD OF COUNTY PARK COMMISSIONERS

CONCESSION CONTRACT

PECILAN POINT LANDING

JAMESTOWN RESERVOIR

Contract No. ________________

Covering the Period
May 1, 2015 through September 30, 2019
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Contract No. _________________

STUTSMAN COUNTY
BOARD OF COUNTY PARK COMMISSIONERS

CONTRACT FOR OPERATION OF A PUBLIC CONCESSION

AT

PELICAON POINT LANDING

JAMESTOWN RESERVOIR
STUTSMAN COUNTY, NORTH DAKOTA

UNDER THE AUTHORITY of agreement to administer Federal land within the Jamestown Reservoir area of the Garrison Diversion Unit, granted by the provisions of Memorandum of Understanding (MOU)/Contract No. 14-06-600-1040 between the Bureau of Reclamation (Reclamation) and the Board of County Park Commissioners, Stutsman County, North Dakota;

THIS CONCESSION CONTRACT is made and entered into this ____ day of ______________, 20__ by and between the Stutsman County Board of County Park Commissioners, hereinafter referred to as the "PARK BOARD", and________________________, hereinafter referred to as the "CONCESSIONAIRE".

WITNESSETH, THAT;

The following preliminary statements are made in explanation:

The United States, through Reclamation, constructed and operates Jamestown Dam and Reservoir. Under regulations of the Secretary of the Interior, Reclamation is responsible for operation of the dam and reservoir and holds primary jurisdiction over the lands and water of Jamestown Reservoir.

Reclamation entered into a management agreement (MOU/Contract No. 14-06-600-1040) with the PARK BOARD, whereby the PARK BOARD, as Reclamation’s managing partner, manages certain Jamestown Reservoir lands and facilities for recreational, wildlife and associated purposes.

The Jamestown Reservoir Pelican Point Landing is administered by the PARK BOARD to conserve the Federal resources of Jamestown Reservoir and to provide for the public use and enjoyment of Jamestown Reservoir.

A well-managed concession at Pelican Point Landing is of mutual interest to the PARK BOARD and Reclamation to provide desired public
services at reasonable rates. A concession is a commercial business that supports public recreational uses and provides facilities, goods, or services for which revenues are collected.

NOW THEREFORE; in consideration of covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

1. CONTRACT DESCRIPTION AND AUTHORIZED USE OF THE “AREA OF OPERATION”

The PARK BOARD, in consideration of the terms and covenants set forth hereinafter to be kept and performed by CONCESSIONAIRE, hereby rents and permits the CONCESSIONAIRE the right to use and occupy for the hereinafter stated purposes, the concessions and campgrounds known as “Pelican Point Landing”. Pelican Point Landing is located along the west side of Jamestown Reservoir in part the N1/2NW1/4 of Section 25 and part of the SW1/4 of Section 24, T.141 N., R.64 W., north of the city of Jamestown, North Dakota.

The “Area of Operation” necessary to conduct the business activities authorized by this contract is identified and shown on Exhibit “A”, attached to and made a part of this Contract.

2. CONCESSIONAIRE RESPONSIBILITIES, SERVICES, AND VISITOR SERVICE DELIVERY

a. Required and Authorized Services

The PARK BOARD hereby requires and authorizes the CONCESSIONAIRE during the term of this contract to provide the following services for the public within the Area of Operation:

1) Operation of a marina including boat/watercraft rentals, launching, docking, storing, and fueling.

2) Sale of outdoor sporting equipment such as boat accessories, fishing tackle, bait, fishing licenses, and other items pertinent to the public’s enjoyment of the reservoir area.

3) Sale of food, ice, and drinks, excluding liquor, and other merchandise normally associated with a campground, marina and boat launching operation.

4) Other approved incidental public services required for proper operation and maintenance of the public concession as explained in 1), 2), and 3) above.
5) Operate, maintain, manage, and supervise Pelican Point Landing.

b. Season of Operation: The normal season of operation is considered to be May 1 thru September 30 of each year. The operation season may vary at the discretion of the Park Superintendent due to weather conditions.

c. Scope of Services

1) The CONCESSIONAIRE shall conduct business operations authorized by this contract from a PARK BOARD-furnished concession building to be located within the contract “Area of Operation”. Land and facilities used in the concessions operations shall be authorized and administered in accordance with Article 8 of this contract.

2) The PARK BOARD reserves the right to determine and control the nature, type, and quality of the merchandise and services described herein to be sold or furnished by the CONCESSIONAIRE within the Area of Operation. No merchandise or services not specifically identified within this Contract shall be offered to the public without the written approval of the PARK BOARD. The CONCESSIONAIRE shall not conduct any operation or enterprise that does not provide a recreation related service.

3) The CONCESSIONAIRE shall conduct its operations in a manner considered satisfactory to the PARK BOARD. To implement these requirements, the PARK BOARD in consultation with the CONCESSIONAIRE, shall establish and revise as circumstances warrant, specific operating requirements in the form of an Operating Plan which shall be adhered to by the CONCESSIONAIRE. The initial Operating Plan is attached as Exhibit "E". Modifications made to the initial Operating Plan by the PARK BOARD shall not be inconsistent with the terms and conditions of this Contract.

4) CONCESSIONAIRE shall provide all necessary equipment, materials, utilities, and facilities; pay all operating costs incurred in conducting the operation of said marina, campground and recreation area, except for those services and facilities provided by the PARK BOARD as set forth in Article 5 of this Contract; and, must meet all Federal, State, and local fire, health and safety requirements for said operation. The PARK BOARD shall in no way be held liable for any cost or expenses, whether similar or dissimilar, that may be incurred by the CONCESSIONAIRE in conducting the marina, campground and recreation area operation herein.

5) If fuel is dispensed from a dock, a minimum 10 pound ABC fire extinguisher must be located within 50 feet of the dock. The CONCESSIONAIRE shall comply with all Federal and State regulations for fuel dispensing operations.
6) The CONCESSIONAIRE may rent out boat/watercraft docks and/or lifts at specified sites within the Area of Operation as approved by the PARK BOARD and Reclamation. CONCESSIONAIRE shall have renters sign a rental agreement specifying items such as the rental period, rental costs, liability for boat damages, etc. The rental agreement shall contain a “Hold Harmless” clause limiting the liability of the PARK BOARD and the CONCESSIONAIRE. As noted in Exhibit “B”, the PARK BOARD will furnish three (3) individual wheel-type boat docks (as “Public Improvements Permitted For Use” by the CONCESSIONAIRE) for public-use courtesy docks. The CONCESSIONAIRE may furnish one (1) additional dock for use as a public-use courtesy dock or for docking CONCESSIONAIRE’S rental boats/watercraft. A maximum of four (4) additional docks may also be furnished by the CONCESSIONAIRE for rental purposes. A maximum of two (2) assigned rental spaces per individual wheel-type dock shall be allowed with a limit of one (1) boat/personal watercraft per assigned dock space/slip. Docks and/or lifts for a maximum of eight (8) boats/watercraft may be rented out by the CONCESSIONAIRE under this Contract. Docks and dock rental shall be in accordance with criteria and requirements specified in Exhibit "H" - Public Boat Dock Criteria. Rental rates shall be as specified in Article 2.d. of this Contract.

7) All boat/watercraft docks placed in the reservoir by the CONCESSIONAIRE shall be subject to public dock criteria and standards of construction (Exhibit “H”) specified by the PARK BOARD and shall be operated and maintained in accordance with regulations provided by the PARK BOARD.

8) The CONCESSIONAIRE agrees to have boats available for rental.

9) CONCESSIONAIRE agrees to provide food, soft drinks, and other concessions normally attended to a campground, marina and boat launching areas. If the CONCESSIONAIRE desires to sell items requiring refrigeration, or sell hot foods, the facilities for the storage and preparing of such items shall be provided and installed at the expense of the CONCESSIONAIRE.

10) Hours of operation shall be as mutually agreed upon by the CONCESSIONAIRE and Park Board. Hours of operation shall be posted on the interior and exterior of the concession building. Additionally, signs stating the name of the “manager-on-duty” or an emergency contact person and a contact phone number shall be posted were it is accessible at all hours.

11) The CONCESSIONAIRE shall operate, generally maintain, manage, and supervise the campground area. Maintenance responsibilities shall include cleaning the public restrooms and showers, consolidating garbage into centralized dumpsters, and
conducting general campground cleanup within the campground. Concessionaire agrees to mow and edge grass where required.

12) The CONCESSIONAIRE shall not permit a camping unit in the campground or camping within the campground by an individual or group of individuals for more than 14 days within a 30-day period, and at no time shall the CONCESSIONAIRE permit a camping unit to be left unattended by the camping unit occupant for more than a 48-hour period.

13) The CONCESSIONAIRE shall be allowed 1 camping space for personal use during the term of the permit. Said space may be occupied by the CONCESSIONAIRE or its employee. An employee, for the purposes of this contract, shall be defined as someone who is employed by the CONCESSIONAIRE as defined by the Internal Revenue Service’s (IRS) definition of an employee. This shall be verifiable by the County Auditor upon request for documentation of IRS submissions such as the quarterly 941 submissions and/or a copy of the annual W-2 provided to the employee(s). The lot number of said space shall be provided to the County Auditor’s Office. Under no circumstances shall CONCESSIONAIRE or its employee use a designated handicap accessible space or sleeping cabin for personal use.

14) Parking lot areas shall not be used for camping, and the CONCESSIONAIRE shall ensure that parking lots are not used for the storage of boats and boat trailers. The parking lots are to be used for parking vehicles and boat trailers of those either using the overnight campground area or for day use activities.

15) CONCESSIONAIRE will collect and account for rental fees to be charged to campers at Pelican Point Landing. Rates shall be as specified in Article 2.d. of this contract.

16) CONCESSIONAIRE shall not construct or allow to be constructed any buildings or other improvements within the Area of Operation without the express written consent of the PARK BOARD and Reclamation. Plans and specifications for concession facilities are subject to all planning, environmental compliance, design, accessibility, and historical preservation standards applicable to development on Federal land and water resources.

17) No alternations in the landscape shall be made except upon the written approval of the PARK BOARD or RECLAMATION.

d. Compliance with Laws, Rules, Regulations, and Policies

This Contract and the contract’s administration by the PARK BOARD shall be in accordance with the laws of Congress governing the Area of Operation, and rules, regulations, and policies promulgated by Reclamation.
The CONCESSIONAIRE, in exercising the privileges granted by this contract, shall comply with all applicable regulations of the Department of the Interior, and all Federal, State, County and municipal laws, ordinances, and regulations and applicable requirements of the management agreement between the PARK BOARD and Reclamation. This includes the State-wide smoking law prohibiting smoking within twenty feet of any public building.

Stutsman County prohibits the consumption of alcohol by employees on any county-owned property. This policy also applies to the CONCESSIONAIRE and its employees during the hours of operation for the “area of operation” as described in Article 1 of the contract.

This Contract does not convey any property rights either in real estate or material; and does not authorize any infringement of Federal, State or local laws or regulations, nor does it do away with the necessity of obtaining State or local consent required by law for the construction, operation, use or maintenance of a permitted facility.

e. Rates and Prices

1) Rates and prices charged to the public by the CONCESSIONAIRE for accommodations, services, or goods furnished or sold shall be based on charges that are comparable to accommodations, services, or goods furnished or sold by the private sector in similar situations. All rates and prices shall be subject to approval by the PARK BOARD.

2) The fee to be charged to campers for the rental of campsites within the Pelican Point Landing Campground shall, in 2015, be $15.00 per night for primitive (tent) sites; $25.00 per night for camper sites with 50 or 30 ampere electrical service; $166.00 for 7 day camper sites and $315.00 for 14 day camper sites; sleeping cabins at $45.00 per night/double occupancy with additional guests at a rate of $5.00 per person with a maximum of 5 people per cabin. Non-registered guests may be charged $5 for use of shower facilities. Said rates may be adjusted if deemed necessary by the PARK BOARD.

3) The fee to be charged for rental of PARK BOARD-furnished boat/watercraft docks shall, in 2015, be $__.00 per day/night for short-term rental (not to exceed one week) and $__.00 per week for long-term rental. Said rates may be adjusted if deemed necessary by the PARK BOARD. The fee to be charged for rental of CONCESSIONAIRE-furnished boat/watercraft docks shall be determined by the CONCESSIONAIRE and be approved by the PARK BOARD.

f. Discrimination of Service to Visitors
1) The CONCESSIONAIRE and employees shall observe strict impartiality as to rates in all circumstances and shall not demonstrate discrimination in providing such services. The CONCESSIONAIRE shall comply with all applicable laws and regulations, whether now in force or that become effective after the execution of this contract, relating to nondiscrimination in providing the services to the public or providing accessible facilities and services.

g. Concessionaire Employees

1) The CONCESSIONAIRE shall provide all personnel necessary to conduct the operations required and authorized by this Contract, and shall require its employees to exercise courtesy and consideration in their interactions with the public. Concessionaire employees shall wear clothing or name badges signifying that they are “staff.”

2) The CONCESSIONAIRE shall review the conduct of any of its employees whose action or activity is considered by the CONCESSIONAIRE or the PARK BOARD to be inconsistent with the proper administration of the Area of Operation and the enjoyment and protection of visitors. The CONCESSIONAIRE shall take such action(s) as is necessary to immediately correct the situation.

h. Concessionaire Employment Conditions

1) The CONCESSIONAIRE shall comply with applicable laws and regulations and any promulgated and enacted during the term of this Contract, relating to legal employee employment, nondiscrimination in employment, and providing accessible facilities and services.

2) The CONCESSIONAIRE shall establish a drug-free awareness program to inform employees about the danger of drug abuse in the workplace, monitoring and evaluating the performance of employees, the availability of drug counseling, rehabilitation and employee assistance programs, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the CONCESSIONAIRE'S policy of maintaining a drug-free workplace.

i. Equal Opportunity Requirements
During the performance of this contract, the CONCESSIONAIRE agrees as follows:

1) To abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

2) The Area of Operation shall be open to entry and use by all persons regardless of race, color, religion, sex, or national origin.
No qualified person shall on the basis of disabilities, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

3) In the event of the CONCESSIONAIRE'S noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the CONCESSIONAIRE may be declared ineligible for further government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3. MISCELLANEOUS CONTRACT CONDITIONS

a. The CONCESSIONAIRE shall maintain the premises and improvements thereon in an orderly, sanitary, and visually acceptable condition and in a good state of repair as approved by the PARK BOARD.

b. The CONCESSIONAIRE shall remove from the premises all unnecessary materials, objects, or equipment as determined by the PARK BOARD.

c. No partnership relationship shall be deemed created by this contract and each party hereto agrees that the one party shall in no way be responsible for the other's debts, nor shall the one party be liable for accidents or damage caused by the other; neither party shall have authority to obligate the other without the other's written consent.

d. No vendor, other than permitted concessionaire, will be allowed to sell merchandise and/or food in the concessionaire’s area of management operation without the consent of the CONCESSIONAIRE. The CONCESSIONAIRE has the right to charge a fee to vendors.

4. WATER USAGE

a. The PARK BOARD agrees to supply potable water to the campground and concession building from Stutsman County Rural Water. User fees from Stutsman County Rural Water shall be paid for by the PARK BOARD.

b. All water obtained directly from the reservoir is considered project water. Permission is granted to the CONCESSIONAIRE to pump storage water from the reservoir for concession-related non-consumptive purposes under a water permit granted to the Park Board
from Reclamation. Such use is permissive only and conveys no water right to the user. The PARK BOARD does not warrant the quality of the water for domestic use, assumes no liability for water used for such purposes, and is under no obligation to construct or furnish water treatment facilities.

5. RESPONSIBILITIES AND SERVICES PROVIDED BY THE PARK BOARD

   a. Concession facilities provided by the PARK BOARD ("Public Improvements Permitted For Use") for the CONCESSIONAIRE’S use in conducting concession operations under this Contract are identified in Exhibit "B", attached to and made a part of this Contract.

   b. The PARK BOARD shall test the potable water supply used by the CONCESSIONAIRE and public in accordance with Environmental Protection Agency testing requirements.

   c. The PARK BOARD shall provide adequate means of disposal for domestic sewage and other waste resulting from the CONCESSIONAIRE’S occupancy of the premises for operation of the public concession and resulting from public use of the campground.

   d. The PARK BOARD shall provide garbage pickup service and hauling for the concession facilities and campground.

   e. The PARK BOARD shall supply electrical service for the campground including campsites and restrooms. The PARK BOARD shall supply electrical service to the concession facility at the CONCESSIONAIRE’S expense during the season of operation as defined in Article 2 (a)5.

   f. The PARK BOARD shall provide restroom supplies for restrooms in the campground. The CONCESSIONAIRE shall contact the PARK SUPERINTENDENT no later than Thursday when additional supplies are needed.

   g. The PARK BOARD shall provide telephone service at the concession building. This phone is not authorized for long-distance phone calls. The CONCESSIONAIRE may authorize a passcode in order to make long-distance phone calls. The CONCESSIONAIRE may provide wireless network services (WiFi) for an expense charged to campers.

   h. The PARK BOARD shall provide campground equipment (picnic tables, grills, fire rings) and maintain the infrastructure, including water and utility lines, and plumbing and electrical fixtures in usable condition with the exception of campground operation, maintenance and operations specified in Article 2 (c)11 to be done by the CONCESSIONAIRE.
i. The PARK BOARD will control noxious weeds and conduct pest management activities within the Area of Operation.

j. The PARK BOARD will cover property insurance for “Public Improvements Permitted For Use” identified in Exhibit “B” to this Contract.

6. CONTRACT EXCEPTIONS AND RESERVATIONS

The CONCESSIONAIRE takes the Area of Operation subject to the following exceptions, reservations, and conditions:

a. All right-of-ways heretofore acquired or initiated or hereafter required for roads or irrigation works or any other project purposes.

b. There is reserved to Reclamation right-of-way for construction of project facilities, as provided by the Act of August 30, 1890 (26 Stat. 391); and there are excepted all lands to which private rights have lawfully attached prior to the date of this agreement.

c. There is reserved to the United States, its successors, agents, and assigns, the right to remove from said lands material for construction, operation and maintenance of Federal facilities and to construct, operate and maintain such facilities thereon.

d. There is reserved to the United States, its successors, agents, and assigns, the right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the Act of October 2, 1917 (40 Stat. 297), and the Act of February 25, 1920 (41 Stat. 437), or the Act of August 7, 1947 (61 Stat. 913).

e. There is reserved to the United States, its successors, agents, and assigns, the right of the officers, agents, employees, licensees, and permittees of the United States and designees of public bodies, at all proper times and places, freely to have ingress to, passage over, and egress from all of said lands, for the purpose of exercising, enforcing, and protecting the rights described in and reserved by this article, or for the purpose of operating and maintaining any Federal project thereon.

f. The CONCESSIONAIRE takes the Area of Operation subject to any damage to the land by reason of silt deposits or drifting or blowing silt or by flooding due to the construction, operation, and maintenance of the Jamestown Dam and Reservoir, and the CONCESSIONAIRE, on behalf of itself, its successors and assigns, hereby releases improvements authorized by this contract, or to the property stored or used in connection therewith, or for losses of income resulting from reservoir fluctuation, blowing silt, or from any
future modification or operation of the dam, reservoir, or adjoining lands.

g. Neither the PARK BOARD or Reclamation assumes any responsibility for damage caused to personal property owned by the CONCESSIONAIRE or the personal property of other inhabitants resulting from the operation or fluctuation of Jamestown Reservoir.

h. The right of the PARK BOARD to initiate or continue the construction, operation, and maintenance of any service project works including public recreation or other authorized use which now or hereafter may require the use of said lands.

i. The PARK BOARD reserves the right of entry for itself, its agents, its successors and assigns, at all reasonable times for the purpose of consultation with the CONCESSIONAIRE, inspection of the Area of Operation, and making repairs and improvements as they deem necessary.

7. PROTECTION AND INTERPRETATION OF AREA RESOURCES

a. Environmental Protection

1) The CONCESSIONAIRE shall comply with the provisions of all applicable Federal, State, and local laws, regulations, and policies pertaining to the protection of the public, employees, and natural and cultural resources within the Area of Operation.

b. Protection of Paleontological, Archeological, and Historical Values

1) The CONCESSIONAIRE shall be particularly alert in permitted operations to take all reasonable and necessary precautions to protect and preserve historic, prehistoric, archaeological, and paleontologic sites on or adjacent to the Area of Operation. Should such sites or evidence of sites be discovered, the CONCESSIONAIRE shall immediately suspend operations within the vicinity of the resource and notify the PARK BOARD of the site or suspected site. Reclamation will promptly have the area inspected to determine its significance and the appropriate actions to follow (salvage, test excavation, etc., and resumption of operations). All objects salvaged from public lands are the property of the United States Government and upon request will be turned over to Reclamation for dispensation. Costs of any salvage work will be borne by the United States.

c. Hazardous Materials/Waste Management
1) The design, construction, and operation of the facilities and the provision of services under this Contract shall be performed in a manner that prevents, identifies, and reduces pollution at the source. The CONCESSIONAIRE shall comply with all applicable Federal, State, and local laws and regulations and Reclamation policies and instructions, and any promulgated and enacted during the term of this Contract, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in lands, water or facilities owned by the United States of America, or administered by Reclamation.

2) The CONCESSIONAIRE may not knowingly allow contamination of lands, water, or facilities within the Area of Operation by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial/commercial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers, or any other pollutants.

3) CONCESSIONAIRE’S operation, maintenance, acquisition, and purchasing activities will, to the extent practical, promote the use of environmentally preferable products, including materials and supplies with recycled content, and will avoid or minimize the quantity of toxic and hazardous materials entering the waste stream.

4) The CONCESSIONAIRE shall immediately report to 911 Emergency and the PARK SUPERINTENDENT occurrence of a hazardous material/pesticide situation, any event which may or does result in pollution or contamination adversely affecting lands, water, or facilities within the Area of Operation.

5) Any intentional violation of any of the provisions of this Article shall constitute grounds for initiation of the procedure for immediate termination of this Contract and shall make the CONCESSIONAIRE liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of a violation.

6) The PARK BOARD agrees to provide information necessary for the CONCESSIONAIRE, using reasonable diligence, to comply with the provisions of this Article.

7) The CONCESSIONAIRE will include the provisions of this Article in any third party or subconcession authorizations pursuant to this Contract.

d. Water and Air Pollution

1) The CONCESSIONAIRE shall comply fully with all applicable Federal and State laws, orders, and regulations concerning the pollution of water and air. The CONCESSIONAIRE further agrees that
any contract or agreement it may enter into with a third party will contain a similar water and air pollution article.

2) The CONCESSIONAIRE shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities. Any alteration of the reservoir shoreline below the ordinary high water line at elevation 1429.8 or fill work shall require a permit from the Department of the Army in accordance with Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Federal Water Pollution Control Act Amendments of 1972.

e. Pest Management

1) The CONCESSIONAIRE shall conduct its operations in a manner to control vermin, cats, dogs, and other pests on all authorized lands and in all facilities for which use has been granted in conducting operations under this Contract. Plants and animals that are native to the Area of Operation may not be removed or harmed except with the prior written approval of the PARK BOARD and Reclamation.

2) Noxious weed control and pest management activities within the Area of Operation will be conducted by the PARK BOARD as identified in Article 5.

3) Pest management activities shall be guided by the concepts and practices of an Integrated Pest Management (IPM) Plan developed and adopted by the PARK BOARD and Reclamation for pest management on reservoir public lands.

f. Interpretive Activities

1) The CONCESSIONAIRE shall provide all required and authorized services in a manner that is consistent with and supportive of the interpretive themes, goals, and objectives of the Area of Operation.

2) The CONCESSIONAIRE may assist in Area of Operation interpretation, both for fee and non-fee consideration, at the request of the PARK BOARD, in order to enhance visitor enjoyment of the Area of Operation. However, the PARK BOARD reserves the right to enter into agreements with non-profit organizations for supplemental services which are deemed by the PARK BOARD to be part of, and appropriate, to the Area of Operation's interpretive program.

3) The proposed content on any interpretive programs, exhibits, or displays shall be submitted to the PARK BOARD for review and written approval prior to being offered to Area of Operation visitors.

8. LAND AND FACILITIES USED IN THE OPERATION
a. Land

1) The PARK BOARD hereby authorizes the CONCESSIONAIRE, on a non-exclusive basis, the right to use and occupy for concession-related purposes during the term of this Contract the parcel(s) of land described and shown on Exhibit "A" to this contract.

2) The PARK BOARD reserves the right to cancel such authorization or parts thereof at any time during the term of this Contract if, in its judgement, (i) such withdrawal is for the purpose of enhancing or protecting Area of Operation resources or visitor enjoyment or safety or (ii) the operations utilizing such authorized lands are terminated pursuant to Article 15 of this contract.

b. Public Improvements

1) "Public Improvements" is defined as the buildings, structures, utility systems, fixtures, equipment, and other improvements affixed to or resting upon the lands designated as the Area of Operation in such manner as to be part of the realty, if any, constructed or acquired by the PARK BOARD and/or Reclamation and use is granted to the CONCESSIONAIRE by the PARK BOARD for the purposes of this Contract. The PARK BOARD shall have the right at any time to enter Public Improvements utilized by the CONCESSIONAIRE for any purpose deemed reasonably necessary for the administration of the Area of Operation and Reclamation project purposes.

2) The PARK BOARD hereby allows the CONCESSIONAIRE to use certain Public Improvements as described in Exhibit "B" to this Contract for the purpose of conducting concession operations during the term of this Contract.

3) The PARK BOARD reserves the right to withdraw such assignments or parts thereof at any time during the term of this Contract if, in its judgement, (i) such withdrawal is for the purpose of enhancing or protecting Area of Operation resources or visitor enjoyment or safety or (ii) the operations utilizing such authorized lands are terminated pursuant to Article 15.

4) Any permanent withdrawal of Public Improvements which are essential for conducting the authorized operation will be considered by the PARK BOARD as a termination of this Contract pursuant to Article 15.

c. Concessionaire Improvements

1) The CONCESSIONAIRE may construct or install upon authorized lands such fixed assets as are necessary for authorized operations,
subject to the prior written approval by the PARK BOARD and Reclamation.

The PARK BOARD may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans, and specifications thereof will be reviewed in accordance with applicable laws, Reclamation policy, directives, and standards.

2) "Concessionaire Improvements," as used herein, means such fixed asset improvements (including buildings, structures, fixtures, equipment, and other improvements) affixed to or resting upon the lands designated as the Area of Operation in such manner as to be a part of the realty, provided by the CONCESSIONAIRE for the purposes of this Contract. Concessionaire Improvements include: (i) such improvements upon the lands designated as the Area of Operation at the effective date of this contract, described in Exhibit "C" and (ii) all such improvements constructed upon or affixed to the lands whose use is granted to the CONCESSIONAIRE with the written approval of the PARK BOARD during the term of this Contract. Improvements made to Public Improvements and improvements made from funds in any Special Accounts are excluded and do not become Concessionaire Improvements.

3) Concessionaire Improvements do not include any interest in the land upon which the improvements are located.

4) Any salvage resulting from the authorized removal, severance, or demolition of a Concessionaire Improvement or any part thereof shall be the property of the CONCESSIONAIRE.

5) In the event that a Concessionaire Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the CONCESSIONAIRE, at its expense, shall promptly, upon the request of the PARK BOARD, restore the site as nearly as practicable to its original condition.

6) Title to all Concessionaire Improvements shall be vested in the United States and be subject to other limitations as set forth in this Contract. Any interest of the CONCESSIONAIRE in such improvements, in accordance with this Contract, shall not be construed to include or imply any authority, privilege, or right to operate or engage in any other business or activity. The use or enjoyment of any such structure, fixture, or improvement shall be wholly subject to the applicable provisions of this Contract and to the laws and regulations relating to the Area of Operation.

7) The CONCESSIONAIRE is prohibited from developing any areas, facilities, or services for exclusive use (i.e. cabin sites, private boat docks, mobile home sites, etc.) or allowing any new exclusive use to occur.
d. Personal Property

1) The CONCESSIONAIRE shall provide personal property, including non-fixed equipment, vehicles and vessels, furniture and goods (inventory, etc.) for the purposes necessary to undertake the operations required and authorized under this Contract. Such personal property shall not be considered fixed asset improvements (Concessionaire Improvements).

2) Personal property provided by the PARK BOARD, if any, may be provided for the CONCESSIONAIRE'S use as deemed appropriate by the PARK BOARD. In this instance, the CONCESSIONAIRE shall be accountable to the PARK BOARD for such personal property whose use is granted and shall be responsible for maintaining and replacing the personal property. Any replacement of such personal property which the CONCESSIONAIRE provides shall become the property of the PARK BOARD.

3) Personal property not directly associated with the operation of concession cannot be stored within the Area of Operation.

e. Utilities

1) The PARK BOARD may supply utilities to the CONCESSIONAIRE for use in connection with the operations authorized under this Contract when available at rates to be fixed by the PARK BOARD in its discretion.

2) Should the PARK BOARD not provide such utilities, the CONCESSIONAIRE shall, with the written approval of the PARK BOARD and under such requirements as the PARK BOARD shall prescribe, secure necessary utilities at its expense from sources outside the Area of Operation or shall install the same within the Area of Operation with the written permission of the PARK BOARD and Reclamation.

f. Maintenance

1) The CONCESSIONAIRE shall physically maintain all facilities (as set forth in Article 2 (c)11), except for those services and facilities provided by the PARK BOARD as set forth in Article 5 of this Contract, (both Public Improvements and Concessionaire Improvements) used in operations under this Contract to the satisfaction of the PARK BOARD.

2) To implement these requirements, the PARK BOARD, shall undertake appropriate inspections. The CONCESSIONAIRE shall establish and revise, as circumstances warrant, a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the CONCESSIONAIRE. The initial Maintenance Plan is attached as Exhibit "D" and made a part of this Contract. Modifications made to the
initial Maintenance Plan by the PARK BOARD shall not be inconsistent with the terms and conditions of this Contract.

g. Improvement Program

1) The CONCESSIONAIRE may undertake and complete an Improvement and Building Program (herein and hereafter referred to as the "Improvement Program")

h. Special Accounts

1) No Capital Accounts are included or required in this Contract.

i. Pets and Livestock

1) The CONCESSIONAIRE is allowed to accommodate clients and visitors with domestic pets, provided adequate, safe, and sanitary containment is provided. To protect the health and safety of the animals, employees, and visitors, animals shall not be allowed to freely roam the concession Area of Operation or other reservoir public lands.

2) The CONCESSIONAIRE is allowed to have personal pets in the Area of Operation but must follow the guidelines under North Dakota Administrative Code 33-33-04-116 which prohibits live animals on the premises of a food establishment. CONCESSIONAIRE should refer to this code for provisions allowing guide dogs.

3) Livestock is prohibited within the concession Area of Operation.

9. COMPENSATION

a. Just Compensation

1) The compensation described in this Article shall constitute full and just compensation to the CONCESSIONAIRE from the PARK BOARD for all losses and claims occasioned by the circumstances described below.

2) If the CONCESSIONAIRE is permitted within the Area of Operation to use, reuse, or relocate a public natural resource for the purpose of developing or improving Fixed Assets, any value derived by the use of these public resources is not compensable to the CONCESSIONAIRE.

b. Contract Expiration or Termination Where Operations are to be Continued
1) If, for any reason, including Contract expiration or termination, the CONCESSIONAIRE shall cease to be required by the PARK BOARD to conduct operations, or substantial part thereof, and, at the time of such event the PARK BOARD and Reclamation intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation, or an agency of the Government, (i) the CONCESSIONAIRE shall only sell and transfer to the successor the fixed assets designated by the PARK BOARD, its Interest in Fixed Assets in “Concessionaire Improvements”, if any, as defined under this Contract, and (ii) the PARK BOARD will require such successor to purchase from the CONCESSIONAIRE such Interest in Fixed Assets, if any, and such other property, and to pay the CONCESSIONAIRE the fair value.

2) The initial fair value of any Interest in Fixed Assets in Concessionaire Improvements in existence before the effective date of this Contract shall be established by an appraisal, less any applicable depreciation. The value shall be $0.00 as of the effective date of this Contract. This remaining fair value amount is subject to depreciation during the term of this Contract. In the event of Contract termination, the CONCESSIONAIRE'S right to fair value for such Interest in Fixed Assets shall be the amount not yet so decreased.

3) The fair value of Interest in Fixed Assets in Concessionaire Improvements made after the effective date of this Contract shall be the original cost of the improvements less depreciation.

c. Contract Expiration or Termination Where Operations are to be Discontinued

1) If for any reason, including Contract expiration or termination as described, a concessionaire shall cease to be required by the PARK BOARD to conduct operations and the PARK BOARD chooses to discontinue such operations within the Area of Operation, the CONCESSIONAIRE shall be permitted for a period of 90 days after the expiration or termination of the contract to remove any Concessionaire Improvements, buildings (including foundations), or personal property and restore the Area of Operation to a satisfactory condition as prescribed by the PARK BOARD. Removal of the CONCESSIONAIRE’S improvements, or other property, and cleanup of the Area of Operation within the 90-day period, are the responsibility of the CONCESSIONAIRE and are not compensable. All improvements or other property not removed within the 90-day period will be considered abandoned, will automatically become property of the PARK BOARD and United States of America without compensation to the CONCESSIONAIRE, and will be subject to disposal under Federal regulations. Any required removal of abandoned improvement property and/or cleanup work remaining after the 90-day period will be performed by or under the direction of the
PARK BOARD, and the CONCESSIONAIRE will be liable for all associated costs.

d. Contract Termination for Default or Unsatisfactory Performance

1) Notwithstanding any other provision of this Contract to the contrary, in the event of termination of this Contract or default for failure to maintain and operate accommodations, facilities, and services to the satisfaction of the PARK BOARD in accordance with the PARK BOARD’S requirements, compensation for Interest in Fixed Assets in Concessionaire Improvements, if any, except for Interest in Fixed Assets in Concessionaire Improvements in existence before the effective date of this Contract, shall be as set forth in Article 9b. or 9c. or at the established fair value less depreciation.

10. CONCESSION CONTRACT FEES

The CONCESSIONAIRE shall pay the PARK BOARD, for the privileges granted herein, fees as follows:

a. An annual rental fee for use of Public Improvements whose use is granted to the CONCESSIONAIRE, in the amount of ZERO dollars ($0.00).

b. A sum equal to ___ percent of the fees collected from the rental of the camp pads and non-registered guest shower fees for the 2015 camping season. The percentage payment for each subsequent year of the term of this contract shall be as mutually agreed upon by the parties to be determined prior to the camping season of each year. Payment shall be made by June 15, July 15, August 15, September 15, and October 15 of each year. Failure to pay the rental charge by October 15 of each year will result in automatic termination of this contract unless prior written approval is obtained from the PARK BOARD.

c. The CONCESSIONAIRE shall use a pre-numbered 3-part carbonless receipt book to record camping fee payments. One copy shall be provided to the customer, one copy shall be provided to the County Auditor’s Office on the payment dates listed in Article 10-b and one copy shall be retained by the CONCESSIONAIRE. Information to be included on the receipt are the camper’s name, address and phone number and the lot number being rented.

d. A sum equal to _0_ percent of the fees collected from the rental of boat docks furnished by the PARK BOARD as “Public Improvements Permitted For Use” by the CONCESSIONAIRE and a sum equal to zero (0) percent of the fees collected from the rental of boat docks furnished by the CONCESSIONAIRE.
11. **INDEMNITY**

   a. The CONCESSIONAIRE assumes full responsibility for any and all liability arising out of or in any way connected with the CONCESSIONAIRE'S use and maintenance of the premises or facilities, structures, or improvements thereon and agrees to indemnify and save harmless the PARK BOARD or its agents and assignees and Reclamation from any and all such liability.

   b. The CONCESSIONAIRE must carry such insurance against losses by fire, public liability, employee liability, and other hazards as is customary among prudent operations of similar businesses under comparable circumstances. Prior to site occupancy, the CONCESSIONAIRE shall present a copy of said insurance policy to the PARK BOARD.

   c. The CONCESSIONAIRE must carry an insurance policy that will indemnify the PARK BOARD and Reclamation and meet applicable State requirements. All liability policies will provide that the insurance company shall have no right of subrogation against the PARK BOARD and Reclamation and will provide that the PARK BOARD and Reclamation are named as additional insured.

12. **ACCOUNTING RECORDS AND REPORTS**

   The CONCESSIONAIRE shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification.

   The financial reports and records shall be provided to the PARK BOARD and Reclamation upon request.

13. **TERM OF CONTRACT**

   The term of this contract shall be the period beginning upon execution of this contract and ending September 30, 2019, unless sooner terminated as hereinafter provided.

14. **TRANSFER OF CONTRACT, ASSIGNMENT, AND SUBCONTRACTS**

   The CONCESSIONAIRE shall not assign, or otherwise sell or transfer this contract or responsibilities under this contract.

   All subconcessions must meet the terms and conditions of this contract and be approved by the PARK BOARD.
15. **TERMINATION OF CONCESSION CONTRACT**

   a. This contract shall terminate and all rights of the CONCESSIONAIRE hereunder shall cease:

   1) At the expiration of the term as provided by Article 13; or
   
   2) On October 31 of any year, upon written notice by the CONCESSIONAIRE served on the PARK BOARD 60 days in advance thereof; or
   
   3) Upon termination by Reclamation and/or the PARK BOARD for causes specified herein; or
   
   4) Upon expiration or termination of the existing management agreement (MOU/Contract No. 14-06-600-1040) between Reclamation and the PARK BOARD, and failure of Reclamation and the PARK BOARD to enter into a new management agreement whereby the PARK BOARD, as Reclamation’s managing partner, administers certain Jamestown Reservoir lands and facilities for recreational, wildlife and associated purposes.
   
   5) Upon mutual agreement among the parties hereto.

   b. Reclamation and/or the PARK BOARD may terminate this Contract or suspend all or portions of the contract:

   1) For default at any time; or
   
   2) As deemed necessary to enhance or protect project purposes, resources, visitor safety, health and enjoyment of the area; or
   
   3) As deemed necessary to discontinue any unauthorized concessionaire activity.

   c. Reclamation and/or the PARK BOARD shall give the CONCESSIONAIRE written notification of termination. In the event of a proposed termination for default, the CONCESSIONAIRE will be given a specified period of time to correct the deficiencies.

   d. The notices provided by this article shall be served by certified mail addressed to the respective post office addresses given in Article 17 of this contract, and the mailing of any such notice properly enclosed, addressed, stamped, and certified, shall be considered served.

16. **COVENANT AGAINST CONTINGENT FEES**
The CONCESSIONAIRE warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONCESSIONAIRE for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission percentage, brokerage, or contingent fee.

17. **NOTICES**

Any notice, demand or request authorized or required by this contract shall be deemed properly given, except where otherwise herein specifically provided, on behalf of the CONCESSIONAIRE, when mailed postage prepaid or delivered to the Stutsman County PARK BOARD, 511 Second Avenue Southeast, Jamestown, North Dakota 58401, or on behalf of the PARK BOARD, when mailed postage prepaid or delivered to the CONCESSIONAIRE, __________________________. The designation of the personnel to be notified or the address of such personnel may be changed at any time by similar notice.

18. **GENERAL PROVISIONS**

a. **Prohibition of Possessing or Developing Fixed Asset Improvements**

   1) Subconcessionaires and cooperating associations are prohibited from having or developing any fixed asset improvements including buildings, structures, fixtures, equipment, or other improvements affixed to or resting upon lands designated as the “Area of Operation”.

b. **Statistical Data**

   1) The CONCESSIONAIRE shall furnish Reclamation with quantitative use data in accordance with Reclamation's policy and directives and standards.

c. **Non-Entitlement for Federal Procurement Process or Service**

   1) The CONCESSIONAIRE is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this Contract.

d. **Payment of Taxes**
1) Any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the CONCESSIONAIRE shall be paid promptly by the CONCESSIONAIRE.

e. Political Influence and/or Conflict of Interest

1) No member of, or delegate to, the Federal Executive, Legislative, or Judicial Branches, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise from this restriction. If negotiated with a corporation or company, no form of this Contract shall be construed to extend general benefits to the corporation or company.

f. Concession Contract Amendment

1) This Contract may not be amended in any respect except when agreed to in writing by the PARK BOARD and CONCESSIONAIRE, with approval by Reclamation.

g. Required Reports and Documents

1) The CONCESSIONAIRE shall supply to the PARK BOARD and Reclamation all reports and documents required by this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

STUTSMAN COUNTY PARK BOARD

By __________________________

______________________________

______________________________

Title

Date

CONCESSIONAIRE

By __________________________

______________________________

______________________________

Title

Date
STATE OF NORTH DAKOTA
COUNTY OF STUTSMAN

On this _____ day of ______________, 2014, before me personally appeared _______________ known to me to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

______________________________________
Notary Public
Stutsman County North Dakota
(Seal) My Commission Expires

STATE OF NORTH DAKOTA
COUNTY OF STUTSMAN

On this _____ day of ______________, 2014, before me personally appeared _______________ known to me to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

______________________________________
Notary Public
Stutsman County North Dakota
(Seal) My Commission Expires
EXHIBIT "A"

AREA OF OPERATION

The Pelican Point Landing “Area of Operation” necessary to conduct the concession activities authorized by this contract is located along the east side of Jamestown Reservoir in the, north of the City of Jamestown, North Dakota. (refer to the attached map)
EXHIBIT “B”

PUBLIC IMPROVEMENTS PERMITTED FOR USE
pursuant to Article 8.b.

I. Pelican Point Landing Operations
   A. Public-Owned Buildings
      Rental Fee

      Pelican Point Landing Concession Building $ 0.00
      Bait Shop/Fish Cleaning Station $ 0.00
      Public Restroom (Vault-Type) $ 0.00

   B. Public-Owned Structures Other Than Buildings

      Public Boat Ramps (3 each) $ 0.00
      Public-Use Courtesy Boat Docks (3 each) $ 0.00
      Boat Docks For Use By The Concessionaire (4 each) $ 0.00
      Public-Use Telephone Booth (1 each) $ 0.00

II. Pelican Point Landing Operations
   A. Public-Owned Buildings

      Public Restroom/Shower Facility $ 0.00

   B. Public-Owned Structures Other Than Buildings

      Picnic Shelters (1 each) $ 0.00
      Camper Sewage Dump Station $ 0.00
      Water Well and Pressurized Potable Water Supply $ 0.00
      Public-Use Telephone Booths (1 each) $ 0.00
      Sewage Disposal Holding Tank $ 0.00

Total Annual Amount Due The Park Board
In Accordance with Article 10.a. $ 0.00

Approved effective date: ____________________
EXHIBIT “C”

CONCESSIONAIRE IMPROVEMENTS
pursuant to Article 8.c.
*****************************************************************************

I. Pelican Point Landing Concession And Boat Landing Operations

A. Concessionaire-Owned Buildings

NONE $ 0.00

B. Concessionaire-Owned Structures Other Than Buildings

NONE $ 0.00

II. Pelican Point Landing Campground Operations

A. Concessionaire-Owned Buildings

NONE $ 0.00

B. Concessionaire-Owned Structures Other Than Buildings

NONE $ 0.00

Approved effective date: ____________________
EXHIBIT "D"

MAINTENANCE PLAN

NOTE: Maintenance activities and responsibilities are defined in the main body of the Contract. The need for additional maintenance plan details is deferred until such time as it is deemed necessary by the PARK BOARD.
EXHIBIT "E"

OPERATING PLAN

NOTE: Operating activities and responsibilities are defined in the main body of the Contract. The need for additional operating plan details is deferred until such time as it is deemed necessary by the PARK BOARD.
Public Improvements permitted for use by the CONCESSIONAIRE under this Contract are insured by the PARK BOARD.
EXHIBIT "G"

BUREAU OF RECLAMATION CONCESSION MANAGEMENT POLICY,
AND DIRECTIVES AND STANDARDS
EXHIBIT "H"

PUBLIC BOAT DOCK CRITERIA

Refer to attached “03-2000 Preliminary - PUBLIC BOAT DOCK CRITERIA - JAMESTOWN RESERVOIR”
Section
1. Policy
2. Public Access to Dock Sites
3. Dock Construction and Installation Standards
4. Dock Ownership
5. Dock Operation and Maintenance Responsibility
6. Dock Rental Agreements
7. Rental Term and User Rotation
8. Dock and Shoreline Use Conditions

1. Policy

a. It is the policy of the Stutsman County Park Board (Park Board) and Bureau of Reclamation (Reclamation) to manage Jamestown Reservoir public lands and waters in the public’s interest, providing the public with safe and healthful recreational opportunities while protecting and enhancing the natural and cultural resources.

b. All facilities and areas open for public use shall be made available to the public without regard to race, color, religion, sex, disability, or national origin.

c. Installation and use of public boat dock facilities shall be subject to all applicable Federal, State, and local laws, ordinances, and regulations and to requirements of the management agreement between the Park Board and Reclamation.

2. Public Access to Dock Sites

Public boat docks shall be accessible for use by the general public. Development plans shall consider public parking needs and accessible routes from the parking area to the dock(s). Parking and access routes shall meet handicapped accessibility requirements.

3. Dock Construction and Installation Standards

a. Public boat dock installation, any site development, and dock/slip construction details must be approved in writing by the Park Board and Reclamation prior to construction and/or installation. Site development shall be compatible with other public uses in the area.

b. Docks available for rent shall be multi-slip floating type with a ramp for access from the shoreline to the floating dock.
Exception: In lieu of or in combination with a multi-slip floating dock(s), a maximum of (site specific number(s) as specified in approved concession contracts or as otherwise determined and specified by the PARK BOARD and Reclamation) individual wheel-type docks may be utilized at a given public dock site.

c. Docks shall be constructed in accordance with sound engineering and construction practices. Construction shall be with materials which will not become waterlogged, are resistant to deterioration from sunlight and the weather, are resistant to damage by animals, and will not contaminate the water.

d. A minimum of one dock at a given public dock site shall be designed and constructed to meet Americans With Disabilities Act (ADA) requirements.

e. Dock and boat mooring buoy flotation shall be of materials which will not become waterlogged (not over 1-1/2 percent by volume ASTM), is resistant to damage by animals and will not sink or contaminate the water if punctured. No metal covered or injected drum flotation is allowed. Steel barrels may not be used for flotation. Foam bead flotation that is not subject to deterioration through loss of beads, meets the above criteria and has a minimum density of 1.2 pounds/cubic foot is authorized. Foam bead flotation criteria is authorized provided it is encased in an approved protective coating which enables it to meet the specifications above. An approved coating is defined as warranted by the manufacturer for a period of at least 8 years against cracking, peeling, sloughing, and deterioration from ultraviolet rays, while retaining its resiliency against ice and bumps by watercraft.

f. Anchorage shall be of a type appropriate for the site specific conditions and shall be designed to resist forces imposed by winds up to at least 70 mph. Facilities shall be securely attached to the shore by means of moorings which do not obstruct general public use of the shoreline or adversely affect the natural terrain or vegetation. Anchoring to vegetation is prohibited.

g. Docks must be installed and maintained in a manner so they are readily visible above the surface of the water.

h. Installation and removal of docks, wheel-type and floating, shall be accomplished in a manner to minimize disturbance to reservoir public lands.

i. Signs shall be posted to identify docks/slips available for rent and to distinguish rental docks from general public-use courtesy docks.

j. All docks shall be subject to additional or modified standards for construction, operation, maintenance, and removal that may be developed by the Park Board and/or Reclamation.
4. Dock Ownership

Ownership of public boat docks shall be with: 1) a concessionaire under terms and conditions of an authorized and approved Concession Contract with the Park Board, 2) the Stutsman County Park Board, or 3) Bureau of Reclamation. Privately-owned docks and/or lifts are **not** permitted or authorized.

5. Dock Operation and Maintenance Responsibility

Operation and maintenance responsibility of the docks shall be with: 1) a concessionaire under terms and conditions of an authorized and approved Concession Contract with the Park Board, or 2) the Stutsman County Park Board.

6. Dock Rental Agreement

   a. A written dock rental agreement shall be entered into between the boat owner and either the Concessionaire or Park Board. The agreement shall identify items such as the term/period of rental, rental costs, liability for boat damages, boat insurance required, limit of one boat / personal water craft per dock/slip, etc.

7. Rental Term and User Rotation

   a. The dock rental term may be short-term or seasonal, not to exceed more than one recreational season at a given time.

   b. A process shall be established and approved by the Park Board and Reclamation for rotating dock users if the demand for dock rental space exceeds the number of docks/slips available for rent.

8. Dock and Shoreline Use Conditions

   a. No attempt shall be made by the boat owner or dock renter to forbid the full and free use by the public of reservoir waters and public lands at or adjacent to the rented facility.

   b. Placement of permanent facilities such as furniture, grills, picnic tables, etc. on or adjacent to any public dock is **not** permitted.

   c. Alteration of the landscape or ground disturbing activities on Jamestown Reservoir public lands such as grading, excavating, filling, or placing riprap by the boat owner or dock renter shall not be authorized.
# PROPOSAL FORM

## PERSONAL INFORMATION:

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Home Phone:</td>
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</table>

**Current Occupation:**

**Have you ever been convicted of a misdemeanor or a felony:** YES  NO

If yes, name charge for which you were convicted, offense date, conviction date and jurisdiction.

## PURPOSE STATEMENT** *(list goals, objectives etc; attach additional pages if needed):*

## BACKGROUND INFORMATION** *(list previous work history, organizations or other experiences that would be beneficial to this position):*

## OPERATIONS INFORMATION:

The current percentage split is 75% concessionaire and 25% County with the concessionaire providing mowing. Are you agreeable to these percentages?

**YES**  **NO**

The Concession Agreement requires the Concessionaire provide ground maintenance (mowing, trimming etc.) Are you able to meet this contract requirement?

**YES**  **NO**
Do you plan to obtain financing to operate this business?

YES ___________  NO ______________

Do you plan to provide boat rentals?

YES ___________  NO ______________

The Concession Agreement requires the Concessionaire to provide general maintenance and cleaning of the facilities. Are you able to perform said duties?

YES ___________  NO ______________

What would be your proposed hours of operation for the concession facility?

__________ A.M. to ___________ P.M. on ___________ (list days of week)

__________ A.M. to ___________ P.M. on ___________ (list days of week)

Would you provide service 24/7 if needed?

YES ___________  NO ______________

Are you able to supply the equipment required to operate the concession facility? (refrigerators, freezers, fryer etc)

Please note: the current concessionaire has equipment for sale.

YES ___________  NO ______________

The Concession Agreement allows the Concessionaire use of one camping space at no charge for use by staff. Will you be utilizing this space?

YES ___________  NO ______________

Are you able to obtain the necessary licensing and insurances to operate the campground and concession facility?

YES ___________  NO ______________

**ADDITIONAL INFORMATION** (Please list any additional services or programs you would like to propose. Also, include any additional information you would like us to know about yourself. Attach additional sheets if needed):


Bidders are strongly encouraged to include a sample food menu in their proposals.