

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE**

**Concessions Permit**

PERMIT NO. \_\_\_\_\_ This Concession was previously authorized pursuant to  
PERMIT NO. \_\_\_\_\_

NAME OF CONCESSIONER: \_\_\_\_\_

d.b.a.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**The above, hereinafter referred to as "Concessioner", is hereby authorized and agrees to provide Cruise Ship services for the public within Glacier Bay National Park & Preserve.**

**This permit shall be for the term of two years from April 1, 1998, through December 31, 1999, subject to the following terms and conditions:**

**1. Revocation.** It is expressly understood and agreed that this permit may be revoked at any time at the discretion of the Director without liability to the Government of any nature.

**2. Transfer or Assignment.** The Concessioner shall neither transfer nor assign this permit, nor grant any interest or privilege therein without prior written approval of the Director. Such approval is subject to the requirements of 36 CFR part 51 (as are or as may be set forth therein).

**3. Facilities and Services.** (a) The Concessioner shall maintain and operate the concession in such manner as the Director may deem satisfactory and shall provide the assets and personnel necessary therefor.

(b) The Director reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Food service operations under this permit and the administration thereof by the Director shall be subject to the United States Public Health Service requirements.

(c) The Director shall have the right at any time to board the cruise ship utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary.

(d) Procedural, administrative and performance requirements that affect service to visitors, maintenance, or park-concessioner relationships are covered in the Operating Plan attached hereto (Exhibit B), which shall serve as a supplement to the permit. The Superintendent may, after consultation with the Concessioner, adjust these plans to meet new circumstances but such plan revisions shall not be used to amend the permit or to alter the rights and liabilities of the parties to the permit.

**4. Rates.** The rates charged cruise ship passengers will not be regulated during the life of this permit(s). The National Park Service believes there are a sufficient number of cruise ship companies operating in Glacier Bay to provide a competitive market in offering the public a range of prices and cruise orientations from which to choose. Concessioners must, however, submit a brochure showing the rates and cruises within the park which are being offered.

**5. Lands and Buildings.** No buildings, facilities or lands are assigned.

**6. Accounting Records and Reports.** (a) The Concessioner shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification. The Director and Comptroller General of the United States, or any of their duly authorized representatives shall at any time up until the expiration of five (5) calendar years after the expiration of this permit, have access to and the right to examine any of the Concessioner's pertinent books, documents, papers, and records, including federal and state income tax returns (collectively "documents"), and such documents of any proprietary or affiliate companies of the Concessioners.

**7. Fees.** (a) For the term of this PERMIT, the Concessioner shall pay to the Director for the privileges granted herein, as follows: the greater of **\$5.00 per passenger per day** (*including both revenue and non-revenue passengers, see definitions, below*) or \$200.00/year.

(b) This fee is to be paid as follows: A pre-payment of \$1.50 multiplied by the total passenger capacity (*basis 2: i.e. two passengers per cabin*) scheduled to enter the park each year is due not later than March 1, 1998 (or on execution of the permit, if this occurs after this date), and by March first of each successive year the permit remains in effect. Follow-up payments of the actual number of passengers multiplied by \$5.00 minus the pre-payment amount for that visit, is due fifteen days after each month during which a ship entered the park under this permit. A pre-payment will not be required for ships scheduled to arrive prior to March 1.

(d) An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the 15-day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(e) A *day* is each 24 hour period or portion thereof.

(f) **Revenue passenger** means anyone who paid money to be on board.

(g) **Non-revenue passenger** means anyone else on board except: Concessioner employees (captain, officers, crew, etc.); contractors and sub-concessioners of the Concessioner; immediate family members of employees who are sharing the employee's quarters; and musicians, artists, guest speakers, art auctioneers, interpreters, rangers, etc. who are traveling free, but providing passenger services for the concessioner or the National Park Service.

**8. Insurance and Indemnity.** The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors, or agents under the contract.

At the request of the Secretary, the Concessioner shall provide the Secretary with a Federal Maritime Commission "Certificate of Financial Responsibility to Meet Liability Incurred for Death or Injury to Passengers or Other Persons" for any vessel it proposes to operate under this permit as evidence of compliance with this section.

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

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

**9. Nondiscrimination.** The Concessioner shall, in addition to other laws and regulations which may be applicable to its operations, comply with applicable requirements of (i) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (ii) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (iii) 41 C.F.R. Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (iv) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by (P.L. 95-256) of April 6, 1978, and (v) the Architectural Barriers Act of 1968 (P.L. 90-480). The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public including those set forth in Exhibit "A" attached hereto and made a part hereof.

**10. General Provisions.** (a) Reference in this PERMIT to the "Director" shall mean the Director of the National Park Service, and the term shall include his duly authorized representatives. Reference in this permit to the "Service" shall mean the National Park Service.

(b) The Concessioner 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 PERMIT.

(c) Notwithstanding any other provision hereof, the Director reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations, any accommodations, facilities or services to Area visitors which are part of and appropriate to the Area's interpretive program.

(d) Any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

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

(f) This PERMIT may not be extended, renewed or amended in any respect except when agreed to in writing by the Director and the Concessioner.

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

(h) Operations must be in conformance with applicable federal, state, and local laws, regulations, and requirements for the type of service offered.

(i) Notwithstanding the provisions of Public Law 89-249 (79 Stat. 969; 16 U.S.C. 20), the Concessioner's preference to renew is limited to the number of June 1 - August 31 cruise ship entries awarded to the Concessioner prior to May 31, 1990. New Concessioners will enjoy the statutory preference to renew for the number of such entries authorized under concession permit prior to January 1, 1996. For both groups of Concessioners the preference will not extend to any additional entries the Concessioner has been or will be allocated.

(j) Reserved.

(k) All vessel operations shall be conducted in conformance with relevant National Park Service regulations contained in US Code of Federal Regulations, with particular attention to applicable elements

of 36 CFR 13.65 and the park compendium. The park compendium is normally revised on an annual basis and includes closures, restrictions and other operating requirements.

(l) The Concessioner may enter Glacier Bay by cruise ship only according to a schedule approved by the Superintendent, and will depart from Glacier Bay National Park within 14 hours following each entry. The Concessioner's schedule should be coordinated through normal industry channels, currently *Cruise Line Agencies of Alaska, P.O. Box 8080, Ketchikan, Alaska, 99901*.

(m) Cruise ship entries year round into Glacier Bay for all companies combined are limited to no more than two cruise ships in the bay on any day.

(n) In conformance with entry limits established in 36 CFR 13.65, the Concessioner is tentatively **authorized 13 entries** into Glacier Bay proper from June 1 - August 31. No entry limits are in effect for the Concessioner from January 1 - May 31 and September 1 - December 31, subject to conditions *l* and *m*. The number of entries may be changed in response to resource considerations, federal laws, regulations and/or court decisions.

(o) All cruise ship entries authorized by this permit must be used by the Concessioner during the June 1 - August 31 "regulatory" period, except when unforeseen circumstances prevent their use. The Concessioner will notify the NPS as soon as possible and surrender the entries to the NPS for reallocation of that season's entries to other authorized cruise ship operators. Any entries not scheduled by March 15 for the upcoming summer will be reallocated to other operators for the upcoming season. Failure to use one or more of the allocated Glacier Bay entries, except when excused by the Superintendent, or failure to notify the NPS in a timely manner of any entry non-use is a breach of the permit agreement and may result in revocation of the permit and loss of accompanying Glacier Bay entries.

(p) In order to give park visitors the best experience possible, the Concessioner shall:

- 1) Distribute the NPS Glacier Bay brochure to all passenger cabins the night before entering Glacier Bay (in the past, coordination of brochure distribution to ships has been handled through Cruise Line Agencies of Alaska).
- 2) Schedule the arrival to Glacier Bay no earlier than sunrise or 0600 local time, whichever is later, and departure no later than sunset or 2100 which ever is earlier.
- 3) Spend at least five (5) hours in the upper west arm area (between Queen Inlet northbound and Reid Inlet southbound) and one (1) hour or more at the face of tidewater glaciers.
- 4) Schedule the Interpretive program to be the priority activity on the ship while in the upper bay, from Queen Inlet until the ship leaves the last tidewater glacier (approximately 50% of the day in Glacier Bay).
- 5) Provide approved interpretive commentary over the ship's public address system while in the upper West Arm and at other points of interest, from a location with, at least, an open view forward and to port (the vessel bridge is generally the best location). This public address system must be broadcast clearly over all open decks and viewing lounges, but should not broadcast unduly beyond the ship. The vessel must have a designated person responsible for ensuring that sound levels are appropriate in all areas and who immediately corrects any problems.
- 6) Provide an information station in a non-smoking area where passengers congregate and where commentary can be heard. The station must be forward or on the port side of the ship, have an open view outside for orientation purposes. A table will be provided and wall space, or an easel, will be available nearby for mounting Glacier Bay exhibits (minimum wall or easel space: 3 feet high by 4 feet wide).
- 7) Schedule an approved Glacier Bay interpretive program to be presented in a theater or lounge with high quality slide viewing capabilities during a time not competing with commentary or glacier viewing.
- 8) Schedule no ship board events or organized activities which compete with item (p) 4. above (examples of such events: ice carving demonstrations, jackpot bingo, auctions, dance lessons, photographic sessions involving props or costumes). However, passenger services not

involving organized public events, such as gift shops, fitness centers, salons, etc., may remain open.

- 9) Distribute a ship’s newsletter having appropriate and accurate information about Glacier Bay and the day’s interpretive events.

(q) The launching or use of auxiliary vessels (launches, life boats, etc.), except in an emergency, while in Glacier Bay is not authorized without specific approval from the Director.

(r) Music shall not be broadcast on speakers on outside decks, public address system announcements shall be kept to a minimum, and ship’s horns will not be sounded unless necessary for safety purposes.

(s) No trash, balloons, or other objects may be discarded from the ship in the park.

(t) A separate National Park Service film permit is required if helicopters or fixed wing aircraft are used to take advertising photos in Glacier Bay National Park. The concessioner should contact the park’s Chief Ranger (phone 907 697-2230; fax 907 697-2654) several weeks in advance to allow sufficient time for the information to be mailed to the concessioner and returned.

(u) The Concessioner will submit a *Pollution Minimization Plan* meeting the criteria described in the *Standard Cruise Ship Operating Plan*.

**Dated at Glacier Bay National Park, Alaska , this Seventh day of May, 1998.**

**Glacier Bay National Park & Preserve**

\_\_\_\_\_  
 By

\_\_\_\_\_  
 Title  
 May 7, 1998

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 By

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

## **Concession Permit - Exhibit A**

### **Nondiscrimination**

#### **Section I**

#### **Requirements Relating To Employment And Service To The Public**

**A. EMPLOYMENT:** During the performance of this PERMIT the Concessioner agrees as follows:

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

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

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

(4) Within 120 days of the commencement of a permit every Government permitor or subpermitor holding a permit that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the permitor's policies, practices and procedures in accordance with the affirmative action program requirement.

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

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

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

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subpermit or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subpermit or vendor. The

Concessioner will take such action with respect to any subpermit or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subpermittor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

**B. Construction, Repair, And Similar Permits:** The preceding provisions A(1) through A(8) governing performance of work under this PERMIT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this PERMIT, and shall be included in all permits executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this permit, and for that purpose the term "PERMIT" shall be deemed to refer to this instrument and to permits awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to permitors awarded permits by the Concessioner.

**C. Facilities:** (1) Definitions: As used herein:

Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and permitors, and the successors in interest of the Concessioner; facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

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

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

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

## **Section II: Accessibility**

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

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

### **Part A Discrimination Prohibited**

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

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

### **Part B Existing Facilities**

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



## **Concession Permit - Exhibit B**

### **Glacier Bay National Park & Preserve**

### **Cruise Ship Services - Standard Operating Plan**

#### **Purpose**

This Operating and Maintenance Plan shall serve as a supplement to CP-GLBA003-98 between Princess Cruises, Inc. and the National Park Service but it is not to be used to amend the authorization or to alter the rights and liabilities of the parties to the permit. In the event of any apparent conflict between the terms of the Concession Permit and this Operating Plan, the term of the Concession Permit will prevail. The plan will remain in effect until superseded or amended by the National Park Service.

#### **General**

Both parties will be governed by public law, the concession contract, this agreement, the policies of the National Park Service, and current regulations. Within this agreement, reference to the "Service" will mean the National Park Service. Reference to the "Superintendent" will mean the Superintendent of Glacier Bay National Park and Preserve. Reference to the "Concessioner" will mean Princess Cruises, Inc..

#### **Ship Board Services**

The National Park Service expects that concessioners will support the NPS in its mission to inform park visitors and concession employees about park resources and values. To a reasonable extent, the Concessioner agrees to:

1. Offer Native Alaskan art and handcrafts prominently in shipboard gift shops.
2. Provide an expanded library of resource materials on Glacier Bay, Alaska, Native Culture including standard references, books, periodicals, videos, maps, etc.
3. Feature local Alaskan artists and craftspersons in shipboard displays and in gift shops.
4. Insure that ship board activities, gift shop items etc. contribute to visitor understanding of the area (e.g. gift shops offer only stuffed toy animals which are native to the area).
5. Implement corporate and/or shipboard programs related to protection of the (marine) environment.
6. Establish minimum standards of knowledge about Glacier Bay and the National Park Service for officers and crew members.

#### **Interpretive Services**

The National Park Service has determined that the following Interpretive program is the minimum acceptable program for cruise ship services in Glacier Bay.

The National Park Service offers cruise ship Concessioners the option of utilizing the ***NPS Interpretive Program*** on a cost-recovery basis (the Concessioner pays the prorated cost of the program). The NPS program exceeds the program requirements and consists of NPS trained Interpretive Rangers, who provide commentary, programs, interpretive materials, etc. as described below. The program includes pilot boat service for boarding and disembarking the Rangers as each ship enters and leaves Glacier Bay. The cost will range from \$0.75 to \$1.50 per passenger, and is based on actual program costs. The per passenger fee will be established by the Superintendent prior to the beginning of the operating season and

will be due with the monthly fee payments (fifteen days after each month during which a ship entered the park under this permit). A breakdown of program costs will be available to the Concessioner.

If the Concessioner does not participate in the NPS Interpretive Program, they must submit a full description of the proposed interpretive program, including employment standards (resumes for existing interpretive staff or position descriptions for currently unfilled interpretive positions), staffing levels, staff and supervisory training program, monitoring and mentoring program, native and local hire program, procedures for updating interpretive program with current research and park management directives, sources for information, description of resource and reference materials available for the interpretive staff, description of slide file (or other media) available for audio-visual and other presentations, and other materials that would assist in evaluating the program. Minimum criteria for the Interpretive program (as stated in the permit and operating plan) must be met and the proposed interpretive program approved by the Superintendent.

### **Program Overview**

The Interpretive program will support the missions of both the National Park Service and Glacier Bay National Park and Preserve. The interpretive themes and goals applicable to the cruise industry are:

- To provide visitors with opportunities to become aware of and to understand the dynamic relationship of glaciation and biological succession that the area was established to preserve.*
- Provide information for safe enjoyment and use of resources, and perform interpretive services in a manner compatible with resource protection.*
- Follow the major interpretive theme of glacial recession and resultant ecological terrestrial and marine succession; provide secondary treatment of plants, animals, and human history.*
- Strive for a maximum of personal service programs, recognizing the strengths and values of such interpersonal contact, and adapt changing interpretive methods to local needs to maintain a high level of effectiveness.*
- Over time, people have been and continue to be connected to the lands and waters of Glacier Bay National Park. Visitors will be provided with the opportunity to understand these relationships, including Glacier Bay as Tlingit ancestral homeland.*

### **Staffing**

A minimum of three staff (one supervisor and two interpreters) are needed to meet the minimum goals and objectives of the Interpretive Program.

*Supervisor:* The supervisor needs to exhibit the knowledge, skills and abilities to supervise employees, to direct an operation, to maintain cooperative working relationships, to communicate effectively orally and in writing and to demonstrate and teach interpretive methods and techniques. The supervisor needs a working knowledge of the area.

*Interpreters:* The interpreters must exhibit knowledge of the cultural and natural history of Glacier Bay and the skills and abilities to research, prepare and present professional quality interpretive programs to diverse audiences. The interpreters must utilize accepted interpretive techniques and principles found in the Support Materials list below.

### **Recruitment**

In order to find applicants with extensive interpretive experience and education, recruit from a broad range of applicants with a comprehensive knowledge of cultural and natural history. As a minimum, Interpretive staff must have completed a 4-year course of study above high school leading to a bachelor's degree with 24 semester hours of job related course work; 1 year of relevant interpretive experience; a

combination of 1 and 2 above; or knowledge, skills and abilities needed to perform the job by virtue of having lived in or near Glacier Bay National Park and Preserve.

### **Training**

Provide a comprehensive training program that will result in an interpretive staff who are knowledgeable in the natural and cultural history of Glacier Bay, past and present research and park management issues. Training includes skills and techniques needed to prepare original thematically based presentations. A minimum of three days of orientation spent exploring Glacier Bay first hand from forest floor to glacial barrens. Interpreters will be provided with the opportunity to observe an experienced interpreter while conducting interpretive programs. A fully trained interpreter will have a working knowledge of the references listed below in Support Materials. A returning interpreter (who has gone through the training shown above) will be given adequate time and materials to know and understand changes in research findings, new park issues, etc. prior to commencement of duties.

### **Supervision**

The interpreter must demonstrate knowledge of interpretive skills and techniques to professionally convey the park's basic themes. In order to evaluate interpreter's effectiveness the supervisor will observe each of the interpretive activities during the first half of each season. Elements that the supervisor will be evaluating will include pace, flow, creativity, knowledge, accuracy, and thematic development presented in a meaningful and engaging manner. Guidance will be provided in a timely manner for both content and presentation skills.

### **Ship-board Commentary**

Present a professional and comprehensive 30-minute commentary on Glacier Bay. An additional 10 minutes is added if Johns Hopkins is included in itinerary. Announcements should be approximately two minutes each, limited generally to the most important concepts. One subject per announcement following a strong park theme. Narration should point out significant landmarks and features. No commentary is given when stopped at glaciers, near wildlife sightings or in the vicinity of campers and kayakers.

### **Formal Program**

Present a 30-minute auditorium program that is Glacier Bay specific using interpretive techniques as defined in Support Materials listed below. If slides, video or music are used in the auditorium program they need to be of the highest quality.

### **Information Desk**

The information desk provides the visitor with an opportunity to ask Glacier Bay specific questions of the interpreter. The information desk is staffed while the commentary is in progress except during staff meals and while the ship is in front of glaciers. In addition to the interpreter, the information desk is stocked with reference materials of the natural and cultural history of Glacier Bay.

### **Informal Visitor Contacts**

While at the glaciers interpreters will stroll the outside decks to answer visitor questions. This allows for a more in-depth explanation of concepts introduced during commentary and a chance to discuss the glacial features visible alongside the ship.

### **Program Evaluation**

The cruise ship interpretive program will be evaluated for its effectiveness in meeting NPS mission goals. NPS standards for evaluation of interpretive programs are being developed and, when completed, will apply to cruise ship interpretive services.

## **Logistical Support**

Provide the logistical support needed for the interpretive operation as outlined in Concession Permit, section 9.(p).

### **Minimum support materials for Interpretive staff training and reference.**

*Environmental Interpretation, a Practical Guide* by Sam Ham  
*Principles in Interpretation* by Freeman Tilden.  
*The Interpreter's Guidebook, Techniques for Programs and Presentations* by K. Regnier  
*Interpreting for Park Visitors* by William Lewis  
*The Process of Interpretive Critiquing* by William Lewis  
*The Tlingit Indians* by G.T. Emmons  
*Glacier Bay Official National Park Handbook*  
*Glacier Bay, the Land and the Silence* by Dave Bohn  
*Blue Ice in Motion, The Story of Alaska's Glaciers* by Sally D. Wiley  
*Glaciers of North America, A Field Guide* by Sue A. Ferguson  
*The Nature of Southeast Alaska* by R. O'Clair, R. Armstrong and R. Carstensen  
*Guide to Marine Mammals of Alaska* by Kate Wynne  
*Field Guide to the Birds of North America* by National Geographic Society  
*Plants of the Pacific Northwest Coast* by J. Poljar and A. Mackinnon  
*Glacier Bay, the Grand Design* video, NPS publication  
*NPS Strategic Plan*  
*Glacier Bay NP Strategic Plan*  
*Glacier Bay NP Vessel Management Plan*  
*Glacier Bay NP General Management Plan*  
*Glacier Bay NP Interpretive Plan* (when available)

### **Additional Elements of the NPS Interpretive Program**

The NPS Interpretive program also includes the following. If the Concessioner does not participate in the NPS Interpretive program, the following should, if possible, be incorporated into their program.

- Provide interpreters with the opportunity to visit libraries, museums or institutions that have Alaska and Glacier Bay specific information or reference materials.
- Provide opportunity for interpreters to work with experts on interpretive program subjects such as communication and interpretive techniques.
- Offer mentoring program(s) for southeast Native individuals to introduce the field of interpretation and provide the passengers with cultural interpreters.
- Offer supplementary field trips both ashore and on the waters of Glacier Bay to provide interpreters with added personal experience to further enhance their programs.
- Provide the interpreters additional training and materials to develop more specialized and in-depth programs.
- Conduct focus groups and additional surveys to determine if passengers understand and appreciate the significance of Glacier Bay National Park and Preserve.

### **Additional Elements not included in the NPS Interpretive Program**

To the degree possible, the Concessioner should:

- Schedule programs and provide materials specifically for children on board with a park related theme.
- Provide passengers and crew the opportunity to view video(s) about GLBA prior to arrival.
- Provide passengers and crew with supplemental materials about Glacier Bay prior to arrival in Glacier Bay.

- Provide programs for passengers by specialists on park related subjects, i.e. geology, ecology, natural history, Alaska history, native Alaskan culture and art, prior to arrival in Glacier Bay.

Concessioners are encouraged to provide details of any additional interpretive services or interpretive program details (not listed above) which they propose to provide and which would result in improved interpretive program.

## Optimal Itinerary

The NPS considers the following an optimal itinerary for a cruise ship visit to Glacier Bay: Vessel entry is scheduled so that the ship enters Glacier Bay from 0700 to 1100 (off Bartlett Cove), the ship then visits locations in the West Arm of Glacier Bay listed in the two examples below (in accordance with the provisions of this prospectus) and then departs Glacier Bay (off Bartlett Cove) from 1600 to 2100. The Concessioner is expected to operate in accordance with the optimal itinerary, except as approved by the Superintendent.

The following schedules give examples of an interpretive program resulting from specific arrival and departure times within these optimal arrival/departure time periods. Experience has shown that arrivals earlier than 0700 do not allow passengers adequate time to wake up, have breakfast and find a place where they can view the glaciers and listen to the commentary. Please note: arrival between 0700 and 0759 would result in an *afternoon* interpretive presentation. Arrival between 0800 and 1100 would result in a *morning* interpretive presentation. As an element of the *optimal itinerary*, Concessioners would confirm the interpretive program schedule for each ship with the Park's Chief of Interpretation at least two weeks prior to the first entry.

### Example of Optimal Itinerary for an 0700 Arrival

(Please note the *afternoon interpretive presentation* time for early arriving ships)

Time	Activity
0700	Arrive Glacier Bay
0900	Queen Inlet, Begin commentary
1030-1130	View Margerie and Grand Pacific glaciers
1230-1330	View Lamplugh Glacier (Jaw Pt./Johns Hopkins if appropriate). Commentary ends on departure from last glacier
1400	Reid Inlet
1400	Interpretive presentation
1445	Second interpretive presentation, if needed
1600	Depart Glacier Bay

### Example of Optimal Itinerary for a 1000 Arrival

(Please note the *morning interpretive presentation* time for late arriving ships)

Time	Activity
1000	Arrive Glacier Bay and make brief announcement about day's events on p.a. System
1030	Interpretive presentation
1115	Second interpretive presentation, if needed

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1200	Queen Inlet, Begin commentary
1330-1430	View Margerie and Grand Pacific Glaciers
1530-1630	View Lamplugh (Jaw Pt./Johns Hopkins if appropriate). Commentary ends on departure from last glacier
1700	Reid Inlet
1900	Depart Glacier Bay

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**Muir Inlet** is not part of the optimal itinerary because the NPS believes that the transit time needed for traveling to both the East and West arms of Glacier Bay could diminish the time spent at tidewater glaciers and thus passenger enjoyment and understanding of the park.

**Johns Hopkins Inlet** is a secondary element of the optimal itinerary due to seasonal area closures, high concentrations of harbor seals and other factors that will often preclude going beyond, or even approaching, Jaw Point.

**Other bays and inlets of Glacier Bay National Park** (such as Dundas Bay, Lituya Bay) are not included due to potential conflicts of cruise ship activities with existing visitor uses.

Transit through **Glacier Bay National Park marine waters outside of headlands:** Icy Strait, Cross Sound and the outer coast open waters (the Park boundary extends three miles off shore) are considered an incidental use of the Park at this time. The NPS encourages cruise ship operators to develop appropriate ship-board programs to further passenger knowledge and appreciation of these remote areas of the park .

**If an alternative itinerary is to be proposed for approval, the Concessioner should as a minimum, describe all areas to be visited, activities in each area and the times for each activity (one format for this is the table below).**

Time(s)	Activity
_____	Glacier Bay Arrival
_____	Passing Queen Inlet northbound
_____	Begin Commentary
_____	Arrival at Margerie/Grand Pacific Glaciers
_____	Departure from Margerie/Grand Pacific Glaciers
_____	Interpretive presentation(s)
_____	Meals
_____	Times at other glaciers/inlets (specify)
_____	Activities which restrict interpretive commentary (specify activity)
_____	Departure from last glacier
_____	End Commentary
_____	Passing Reid Glacier southbound
_____	Depart Glacier Bay

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The itinerary submitted should also include a list and timetable for all passenger activities, including meals, while in Glacier Bay, noting any activities that would restrict public address system interpretive commentary or impact the interpretive focus on the park.

**If you would also like to propose possible alternative itineraries which you feel would provide a superior visitor experience, please do so here.** Provide details of why you feel this would be a superior itinerary and whether or not this itinerary is an optional or integral element of your proposal (*optional* meaning implementation of the itinerary would be at the NPS's discretion; *integral* meaning that, under your proposal, some entries would *need* to use the alternative itinerary).

## Pollution Minimization Plan

36 CFR 13.65(b)(2)(ii)(A) states:

“To obtain or renew an entry permit, a cruise ship company must submit and, after approval, implement a pollution minimization plan. The plan must ensure, to the fullest extent possible, that any ship permitted to travel within Glacier Bay will apply the industry's best approaches toward vessel oil-spill response planning and prevention and minimization of air and underwater noise pollution while operating in Glacier Bay. The superintendent will approve or disapprove the plan.”

The *Pollution Minimization Plan* was first implemented for the 1996 season. The NPS offered some initial ideas and suggestions to existing operators to help guide preparation of these pollution plans (see appendix - *Pollution Minimization Plan Elements*). These initial ideas are by no means exhaustive, nor are they mandatory requirements, but are offered to provide general guidance to all potential applicants. The *Pollution Minimization Plan* is an essential element of the Glacier Bay Vessel Management Plan's carefully crafted approach of providing increased access to the park while also assuring the performance of the NPS's fundamental and predominant stewardship responsibility to protect the park's resources and values. Companies are strongly encouraged to go beyond the elements initially suggested for these plans and to propose innovative, creative, and cost effective strategies to minimize air, water and underwater noise pollution.

As a minimum the Pollution Minimization Plan must address the following:

1. **Air Quality:** What measures would the Concessioner take to reduce stack emission opacity and potential contaminant levels?
  - a. Please describe the equipment, technology and any other pertinent physical plant features associated with air pollution emissions and control for each vessel seeking entry.
  - b. Please describe operational methods which would be employed to reduce air pollution emissions for each vessel seeking entry. (Examples include: operating at constant RPM, not operating incinerators, reducing number of operating engines).
  - c. Please describe the opacity monitoring mechanisms in place for each vessel seeking entry. Please specify whether opacity data is recorded (either manually, digitally, or through videography) and whether an opacity alarm is in place.
  - d. Please describe how you would provide verification to the NPS that above stated equipment, technology and physical plant features and operational methods were fully employed to reduce stack emissions.
  
2. **Underwater Noise:** What measures would the Concessioner take to reduce underwater noise levels?
  - a. Please describe the equipment, technology and any other pertinent physical plant features associated with minimizing underwater noise for each vessel seeking entry (Examples include resilient mounted engines and other equipment) .
  - b. Please describe operational methods which would be employed to reduce underwater noise for each vessel seeking entry (Examples include: maintaining constant RPM; operating at constant, reduced speeds, maintaining appropriate engine loading, high level of maintenance of propulsion system and propellers).

- c. Please describe any mechanisms in place for monitoring underwater noise for each vessel seeking entry.
  - d. Please describe how you would provide verification to the NPS that above stated equipment, technology and physical plant features and operational methods were fully employed to reduce underwater noise.
2. **Oil Spill Response:** What measures would the Concessioner take to improve oil spill response capabilities?
- a. Please describe equipment, technology and capability associated with oil spill response for each vessel seeking entry. Specifically, detail length of boom available, amount of absorbent material, etc.
  - b. Please describe training provided to staff and crew members in Bridge Resource Management and oil spill response. Specifically, detail which staff/crew members are trained; level of training; frequency of training.

In addition to the above categories required to be addressed in pollution minimization plans, the National Park Service invites description of other measures the Concessioner would take to reduce environmental impact or demonstrate environmental excellence. For example, with respect to water quality measures, will the Concessioner comply with a zero discharge policy in and near to Glacier Bay with respect to discharge of gray water, sanitation devices, incinerator ash, oil/water separator effluent? Will the Concessioner refrain from using disposable or lightweight tableware and cups on outside decks, or patrol the upper decks to reduce litter? Will the Concessioner provide information to passengers about reducing impacts of litter? As another example, what personnel training and accountability measures will Concessioner implement with respect to performance of environmental excellence in Glacier Bay?

## Additional resource Management Measures

Following is a description of the potential environmental impacts cruise ships may have in Glacier Bay National Park. The Concessioner is asked to take those measures reasonable to address these concerns.

**Stack emissions** - Stack emissions from cruise ships are a potential problem in the Park. Even low levels of cruise ship stack emission can create a lingering visual blue-gray plume layer in front of the Park's tidewater glaciers. These visible plumes impair scenic and photographic opportunities in the park.

The NPS is interested in obtaining baseline data on stack emissions as part of the *Pollution Minimization Plan*. This information could assist NPS in evaluating the effects of vessel operations, provide a basis for future vessel increases and could also be helpful in designing meaningful operating requirements. Examples of useful data would be: automatic opacity measurements every minute or less keyed to time and location and/or stack emission sampling. The NPS is interested in specific proposals from the cruise lines based on available sampling technology.

**Discharge into park waters** – Discharge of pollutants, including petroleum products, waste water and other wastes may negatively affect marine and coastal resources.

**Underwater noise** - Radiated noise from cruise ships contributes to underwater sound levels in Glacier Bay. Research has demonstrated that vessel noise can cause behavioral changes in marine mammals which may ultimately affect reproductive capability or survival.

The NPS is interested in obtaining baseline data on vessel noise levels as part of the *Pollution Minimization Plan*. This information could assist NPS in evaluating the effects of vessel operations, provide a basis for future vessel increases and could also be helpful in designing meaningful operating



requirements. Examples of useful data would be: vessel sound signatures; and below waterline hull vibration measurements keyed to time and speed and machinery use. The NPS is interested in specific proposals from the cruise lines based on available sampling technology.

**Wildlife Protection** – Cruise ships may affect additional marine resources in Glacier Bay including:

*Harbor Seals* - The upper part of Johns Hopkins Inlet is one of the largest harbor seal pupping areas in the world. A closure prohibits cruise ship traffic south of an imaginary line running approximately due west from Jaw Point from May 1 through August 31. However, ships should remain ¼ nautical mile from all seal concentrations and should avoid disturbance of seals when operating in Hopkins outside of the closure period.

*Sea Birds* - Feeding sea birds, particularly near nesting colonies at tidewater glaciers where the vessels remain for extended periods may result in an altered diet and behavior pattern for certain bird species. Detailed instructions should be provided to crew members and shipboard newsletters should explain why birds should not be fed. The NPS will work with companies to develop appropriate wording for these messages.

*Sea Bird Nesting Colonies* - Sea bird nesting colonies are particularly susceptible to vessel disturbance. Vessels are required to maintain a minimum of distance of 100 yards from seabird nesting colonies.

**Litter** – Particular effort must be made to assure that trash, (including coffee cups, ping pong balls, balloons, deck chairs, etc.), are not discarded or blown from Concessioner vessels.

**Shipboard noise** - Music, public address system announcements and other noise transmitted on outside decks of the ship travels readily over water and interferes with the quiet enjoyment of the park by passengers on other vessels and park visitors on-shore. Concessioners should minimize this disturbance while in the park.

**Helicopters** - Helicopters are an intrusion on the quiet enjoyment of the park by visitors both on the ship and off. They may also disturb park wildlife. Although helicopters have been used by the companies in the past to take advertising photographs of their ships at the glacier faces, the NPS discourages use of helicopters for this purpose. See the permit for conditions related to helicopter use.

## Summary

The Concessioner agrees to operate in accordance with this operating plan, except where changes have been approved by the Superintendent.