

CONCESSION CONTRACT NO. CC-GRTE001-07

AMENDMENT NO. 3

THIS AMENDMENT NO. 3 (Amendment) is made and entered into by and between the United States of America, acting in this matter by the Director of the National Park Service (Director), through the National Park Service Associate Director, Business Services, and Grand Teton Lodge Company (Concessioner):

WITNESSETH:

WHEREAS, the Director and the Concessioner entered into Concession Contract No. CC-GRTE001-07 (Contract), whereby the Concessioner was required or authorized to provide accommodations, facilities, or services to visitors to Grand Teton National Park (Area) with an effective date of January 1, 2007 and expiring on December 31, 2021;

WHEREAS, as a result of the COVID-19 pandemic (Pandemic), the Concessioner submitted a request to the Director to reconsider the franchise fee owed to the United States under the Contract;

WHEREAS, the Director and Concessioner desire to forgo the time and expense of undertaking the process of determining whether a reconsideration and possible subsequent adjustment of the franchise fee is merited by the Pandemic and to resolve all future requests to reconsider the franchise fee related to the Pandemic; and

WHEREAS, Exhibit C to the Contract must be updated to incorporate current applicable laws governing nondiscrimination and employment conditions.

NOW, THEREFORE, the Director and the Concessioner, in consideration of the mutual covenants set forth herein, agree that the Contract is amended as follows:

1. The expiration date of the Contract, as set forth in Section 1 of the Contract, is changed from December 31, 2021 to December 31, 2023.
2. The Concessioner confirms that through its acceptance of the Director's offer to lengthen the term of the Contract through this Amendment, it has withdrawn all pending requests for franchise-fee reconsideration and waives all rights to any future relief under the Contract, including franchise-fee reconsideration, related, in whole or in part, to the Pandemic, and that it has done so knowingly and voluntarily.
3. Revised Exhibit C, which is attached to this Amendment, replaces and supersedes the current Exhibit C to the Contract.
4. Except as expressly set forth herein, the Contract remains unmodified and in full force and effect.
5. This Amendment contains the entire agreement of the Director and the Concessioner with respect to the subject matter hereof and supersedes all prior agreements and understandings,

whether oral or written. No modification of this Amendment will be binding unless in writing and signed by the parties to be bound.

6. The Director and the Concessioner acknowledge and agree that this Amendment is not intended to be, and should not be construed as, precedent for any other agreement by the Director or the U.S. Department of the Interior on matters of a similar type or subject matter.

7. The effective date of this Amendment will be November 1, 2021.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed this Amendment on the date(s) set forth below.

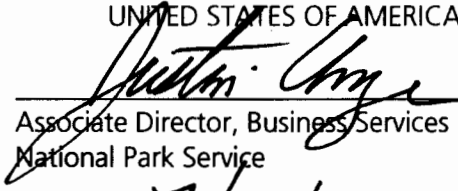
CONCESSIONER

By: 
Print name: Alex Klein, VP

Date: 6/18/2021

Witness: 
Print name: Shannon C. Whalen

UNITED STATES OF AMERICA


Associate Director, Business Services
National Park Service

Date: 7/22/21

Date: _____

NONDISCRIMINATION

SEC. 1 REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC

(a) Employment

During the performance of this Contract, the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Director setting forth the provisions of this nondiscrimination clause.

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

(3) The Concessioner will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Concessioner's legal duty to furnish information.

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

(5) The Concessioner will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, 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 11246 of September 24, 1965, as amended, 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 Director 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 non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, 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 (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Concessioner must comply with all provisions of Executive Order 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors) and its implementing regulations, as amended, including the applicable contract clause, codified at 29 C.F.R. pt. 10, all of which are incorporated by reference into this Contract as if fully set forth in this Contract.

(10) By executing the Contract, the Concessioner agrees to comply with all applicable federal, state, and local laws, rules, regulations, requirements, and policies governing nondiscrimination, whether now in force or amended, enacted, or promulgated in the future, including title VI of the Civil Rights Act of 1964 and its implementing regulations codified at 43 C.F.R. pt. 17, subpt. A; section 504 of the Rehabilitation Act of 1973 and its implementing regulations codified at 43 C.F.R. pt. 17, subpt. B; the Age Discrimination Act of 1975 and its implementing regulations codified at 43 C.F.R. pt. 17, subpt. C; and 36 C.F.R. §§ 5.8 and 5.9.

(b) Construction, Repair, and Similar Contracts

The preceding provisions (a)(1) through (10) must be included in all contracts and subcontracts executed by the Concessioner, its contractors, and any lower-tier subcontractors for the performance of construction, repair, or similar work contemplated by this Contract.

(c) Facilities

(1) Definitions: As used in this subsection:

- (i) "Concessioner" means the Concessioner and its employees, agents, contractors, subconcessioners, if any, and successors in interest;
- (ii) "Facilities" means any and all services, facilities, privileges, accommodations, or activities offered to or enjoyed by the general public under this Contract.

(2) Pursuant to 36 C.F.R. § 5.9, the Concessioner is prohibited from:

- (i) publicizing the facilities in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, creed, color, ancestry, sex, age, disabling condition, or national origin; or
- (ii) discriminating by segregation or otherwise against any person or persons because of race, creed, color, ancestry, sex, age, disabling condition, or national origin in furnishing or refusing to furnish such person or persons any facilities.

SEC. 2 ACCESSIBILITY

Section 504 of the Rehabilitation Act of 1973, as amended, provides that, "No otherwise qualified individual with a disability in the United States, as defined in [29 U.S.C. § 705(20)], shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service."

Pursuant to the Department of the Interior's regulations implementing section 504 of the Rehabilitation Act of 1973, codified at 43 C.F.R. pt. 17, subpt. B, no handicapped person shall, because the 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 from the Department of the Interior.

(a) Discrimination Prohibited

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

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the Concessioner'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.

(b) Existing Facilities

The 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 the Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.