

Exhibit B

2012

**OPERATING PLAN**  
**FOR**  
**GUIDED SADDLE AND PACK**  
**STOCK TOURS**  
**YELLOWSTONE NATIONAL PARK**

**CONCESSIONER:** «Business»

**CONTRACT:** «Contract»

**Winter Address:** «Address»  
«City», «State» «Zip»

**Summer Address:** «Address»  
«City», «State» «Zip»

**Office Phone #:** «Telephone»

**Fax #:** «fax»

**E-Mail Address (for commercial website):** «Email»

**E-Mail Address (for correspondence):** \_\_\_\_\_

**Emergency Contact Phone #:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Superintendent:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Yellowstone National Park

## INTRODUCTION

The Concessioner is authorized by a Concession Contract with the National Park Service (herein referred to as the Service) to provide guided saddle and pack stock tours within the boundaries of Yellowstone National Park (herein referred to as the Park).

This Operating Plan (herein referred to as the Plan) will serve as a supplement to the Concession Contract «Contract» (herein referred to as the Contract) between «Business» (herein referred to as the Concessioner) and the Service. The Plan describes specific operating responsibilities of the Concessioner and the Service. The Plan will not alter the rights and liabilities of the parties to the Contract. In the event of any conflict between this Plan and the Contract, the Contract will prevail. This Plan will remain in effect until amended or superseded.

## MANAGEMENT

### Concessioner

- The authorized Concessioner is responsible for the overall management of the concession operation.
- The Concessioner will designate a manager responsible for carrying out the policies and directives of the Service, as well as those of the concession operation. This individual will be the primary contact to act as liaison in all concession administrative and operational matters.
- The Concessioner will employ a staff with the expertise to operate all services authorized by this Contract.

### National Park Service

- The Superintendent manages park operations and carries out the policies and directives of the Service, including the management of concession contracts. Through the Chief of the Concessions Management Division, rates and services will be approved, overall operations evaluated and contracts administered. The Chief is delegated the authority to make decisions pertaining to the administration of the concession contract and will act as the liaison between the Concessioners and Service staff.
- The Chief Park Ranger has the authority and responsibility for all aspects of visitor protection and backcountry/wilderness management operations within the Park. The Chief Ranger, through his designated representatives, performs evaluations of this operation, provides guide certification training for Concessioner employees, and has line authority from the Superintendent to make operational decisions which pertain to this contract. The Chief Park Ranger serves as a liaison between the Superintendent and Concessioner, reviewing complaints and operating procedures.
- The Concession Review Program: The Chief, Concessions Management Division, will maintain a continuing review of concession operations and management to determine if the Concessioner is complying with all provisions of the contract, to determine if performance is satisfactory, and to ensure public health and safety. Service staff will prepare written reports of periodic, unannounced, field evaluations. These evaluations, along with a review of proper insurance coverage, timely payment of franchise and reservation fees, and submissions of the Annual Financial Report, Statement of Operations, this Operating Plan and any other required documents, will establish the Annual Overall Rating. Failure to operate in a manner satisfactory under these requirements may result in termination of the Contract.

## GENERAL PROVISIONS

The Concessioner is authorized to provide seasonal services to park visitors in Yellowstone National Park from early June until early November. Should Service resources be available, operations may commence and end earlier and later dependent upon a district assessment of trail conditions and upon approval of the Service. Specific dates of operation may fluctuate with weather and trail conditions. Operating dates will be approved annually by the Service.

Environmental Audit: The NPS Environmental Audit Program evaluates Concessioners' facilities and operations with respect to environmental compliance, conformance with the Concessioners' Environmental Programs, and Best Management Practices Criteria contained within the current NPS Environmental Audit Program operating guidelines. The Service may conduct periodic environmental audits and evaluations.

The following must be reported as soon as possible to a park ranger or to the Park Communications Center at (307) 344-7381:

- Fatalities.
- Employee or visitor injuries requiring more than minor first aid.
- **All motor vehicle accidents resulting in property damage, personal injury or death.**
- **All incidents resulting in personal injury or property damage exceeding \$300.**
- All incidents adversely affecting the Park's resources **or damage to government property.**
- Any known or suspected violation of the law.

## DEFINITIONS

The following definitions apply to concession operations required and authorized under this Contract within the boundaries of the Park unless specifically excluded.

For the purposes of this Contract:

- **District Ranger** is the Supervisor of the District or his/her designee (Backcountry Supervisor).
- **Pack animal** shall include horses, mules, burros, and llamas.
- **Certified guide** shall mean any individual who has successfully completed the Yellowstone Guide Certification Training Program and met all the requirements contained in the Yellowstone Guide Certification Training Program.
- **Core camp** is defined as that area within a 100 foot radius of the fire ring or when no fire ring exists, that area within a 100 foot radius of the cooking area.
- **Designated trails** are trails which are Service-maintained for backcountry travel. A map of designated trails is available from the Park Central Backcountry Office.

## ADMINISTRATIVE REQUIREMENTS

### Possession of Firearms

- Section 512 of the Credit Card Accountability Responsibility and Disclosure Act of 2009, P.L. 111-24, 123 Stat. 1764-65, allows persons to possess firearms while in units of the National Park and National Wildlife Refuge Systems if they are in compliance with applicable federal and state law. Following are specific requirements for operating in Yellowstone National Park:

- **Concessioner employees may not possess firearms while on duty.** The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request.
- As a backcountry outfitter and guide providing commercial visitor services in Yellowstone, you and your employees will not be allowed to carry guns while conducting trips into the backcountry. While not allowed to possess firearms as Concessioners, stock outfitters and employees can be permitted to possess a firearm for the purpose of euthanizing stock as authorized in 36 CFR § 2.4(a)(3)(d)(2); pursuant to terms and conditions outlined in the permit to possess a firearm. A copy of the permit application is included in the Plan (refer to *Appendix H*).
- **Concessioners are responsible for determining how they will interpret and implement State firearm possession laws in regard to their clients.** The Concessioner and/or their legal counsel should consult the applicable law and determine how they will implement it.
- Prior to the 2010 operating season, existing Concessioners provided the Service their written policy that articulates how they will implement this law in regards to their operation. The policy addressed the two issue points: 1. confirmation that on-duty employees will be prohibited from firearm possession; 2. a policy/plan for management of public firearm possession in regards to the Concessioner's activities. New Concessioners are responsible for providing this policy before the 2012 operating season begins. If there are any changes to existing Concessioners' previously-provided policy, the Service must be notified in writing.

### **Franchise Fee and Other Park Fees**

- The Concessioner is required to pay a franchise fee to the Service for the term of the Contract. The Concessioner shall pay the percentage of annual gross receipts defined as franchise fee designated in their Concession Contract. The concessioner shall make payment to the Service and the payment must be postmarked no later than **January 31, 2013**. Payment must be sent to the Chief, Concessions Management Division, National Park Service, P. O. Box 168, Yellowstone National Park, Wyoming 82190. The Concessioner must make checks payable to the National Park Service.
- The Concessioner and its clients are responsible for paying all other applicable park fees including entrance, fishing and backcountry permit fees.

### **Annual Financial Report**

- Annual Financial Report forms will be filled out electronically. The link to the website for the form and filing is: [http://www.concessions.nps.gov/tools\\_afr.htm](http://www.concessions.nps.gov/tools_afr.htm) . These forms are to be transmitted no later than **January 31, 2013**.

### **Backcountry Permit Fees**

- A **\$25** (non-refundable) fee will be charged for each backcountry permit issued. There is no fee for making permit amendments, i.e., changes in the itinerary, campsites, dates, or number of people or stock. No additional fee will be charged for cancellations unless the cancellation is made after the scheduled start date of the trip. An additional \$25 will be charged if a Concessioner fails to contact the Central Backcountry Office to cancel a trip/permit prior to

the scheduled starting date. Concessioners will be billed for backcountry permit fees at the end of the operating season.

### **Insurance / Acknowledgement of Risk**

- The Concessioner will submit a Certificate of Insurance and endorsement to the Concessions Management Division verifying coverage as outlined in the Contract no later than **five (5) days prior to operating**. The certificate should name the National Park Service as a Certificate Holder or Additional Insured if the insurance company declines a waiver of subrogation.
- The Concessioner *may* require clients participating in a guided saddle and/or pack tour and associated activities to sign an **acknowledgement of risk** form. All such forms must be approved in advance by the Concessions Management Division. This form is an **acknowledgement of risk**, not a waiver of liability and, if used, must conform to *Appendix A*. The use of a waiver of liability is prohibited for the Concessioner's activities in the Park.

### **Rates**

- The Concessioner must submit to the Concessions Management Division, written rate requests at least **45 days prior** to the anticipated implementation date. The Service will process requests for rate changes as expeditiously as possible based on current comparability studies or applicable guidelines. Rate requests must include the following:
  - Types of service
  - Types of equipment
  - Length of tour / Tour itineraries
  - What the rate includes (e.g., meals, guide, entrance fees, equipment, equipment, etc.)
  - Additional information allowing the Service to understand the services provided
- The Service will review the rate request to ensure that the rates and charges to the public are reasonable and justified. For the 2012 operating season, the Service will use the competitive market declaration as the rate approval method.
- The Concessioner will provide Federal Government employees on official business (as designated by the Superintendent) reduced rates for guided saddle and pack stock tours. Federal employees will not displace the Concessioner's clients.
- The Concessioner will honor at a minimum, one credit card such as Mastercard, Visa, American Express. The Concessioner will accept debit cards at its discretion or at the direction of the Superintendent.

### **Advertising**

- The Superintendent shall approve all promotional material prior to publication, distribution, broadcast, etc. The Concessioner must submit all promotional material prior to publication, distribution, broadcast, etc., to the Concessions Management Division at least **90 days prior** to the proposed use of such material. The Concessioner may not use such information until after the Service has provided written approval of it. All advertisements must include a statement that the Concessioner is authorized by the Service, Department of the Interior, to serve the public in the Park. The Superintendent may require the Concessioner to remove all unapproved promotional material.

- The Concessioner must submit proposed brochure changes to the Concessions Management Division for review at least **30 days prior** to projected needs. The Service will use its best efforts to respond to minor changes within 15 days.

### **Visitor Comments**

- The Concessioner will investigate and respond to all visitor complaints regarding its services. Visitor comments that allege misconduct by Concessioner or Service employees, pertain to the safety of visitors or other Park employees, or concern the safety of park resources must be provided to the Service upon receipt.
- The Service will send complaints regarding the Concessioner's services to the Concessioner for investigation and response in a timely manner. The Concessioner will provide a copy of their response to the Concessions Management Division. The Service will forward a copy of its response to the Concessioner.

### **Lost and Found**

- Lost items should be reported to the nearest Service contact station or park ranger. Found items must be turned into the nearest Service contact station or park ranger along with information on where and when they were found as required by Title 36, Code of Federal Regulations (CFR), Section 2.22(a)(3).

### **Statement of Operations**

- The Concessioner is required to submit an annual use report, known as the Statement of Operations (refer to **Appendix B**). This report will accurately reflect the number of trips into the park, number of clients on each trip, number of stock used, and a breakdown of day trips and overnight trips. The Statement of Operations must be postmarked no later than **December 31, of each operating year**, and submitted to the Central Backcountry Office, National Park Service, P.O. Box 168, Yellowstone National Park, Wyoming 82190.

### **Service Monitoring**

- The Service will monitor the Concessioner's operations and equipment on an annual basis to ensure public health, safety and satisfactory operations. The Service will also monitor the Concessioner annually on compliance with the requirements of the Concessioner Contract including provisions aimed at protecting resources, obtaining insurance, reporting requirements, and timely fee payments.
- The Concessioner must be responsive to dates assigned by the Service for correction of deficiencies.

### **First Aid & CPR Requirements**

- At least one Service-certified guide on every trip is required to be currently certified in First Aid and CPR. **The guide is not required to carry the First Aid and CPR cards on her/his person, if copies of the cards are on file with the Central Backcountry Office.**

### **Contract Compliance**

- The Concessioner and its employees will comply with all applicable laws, regulations and terms and conditions of the Contract and this Operating Plan.

- Failure to provide the services as required in the Concessioner Contract during one operating season may result in termination of the Contract.
- Serious or repeated violations or noncompliance with the terms of the Contract or this Plan may result in termination of the Contract.

## OTHER REQUIREMENTS

### Resource Protection

- The Concessioner will comply with all Service rules and regulations dealing with resource protection and will ensure that employees and clients are aware of these rules and regulations.
- Any activity which adds stress to Park wildlife will not be tolerated. If activities of the trip cause noticeable disturbance to animals, the lead guide will take mitigating measures to relieve that stress.

### Vehicles

- All motorized vehicles and trailers used by the Concessioner within the Park as authorized by the Contract must be licensed in accordance with the regulations of the state in which they are registered. Concessioner vehicles and trailers that will be utilized within the Park will be submitted as a list with the vehicle description, license number, owner/title holder, and Concessioner. **The Concessioner will submit this list to the Central Backcountry Office 15 days prior to the Concessioner's first trip each year and updated as necessary throughout the term of the Contract** to ensure an accurate and current listing of such. All vehicles and trailers shall be maintained in a safe operating condition according to appropriate federal and state regulations. The Concessioner shall park his/her vehicles in an area approved by the Service and in such a manner as to afford sufficient space for other users.
- The Concessioner and/or any of its employees operating motor vehicles within the park must possess a valid state motor vehicle operator's license.
- **All trailers must be cleaned of manure before stock is loaded for a trip into the Park.**

### Stock

- The Concessioner is required to comply with federal regulations regarding the transport of stock and may be required to provide proof of testing and necessary immunizations of stock, as required by state, federal, and county agencies. Proof of a negative Coggins test is required for all equine animals entering Yellowstone National Park. **Before the first trip of the season, the Concessioner is required to submit to the Central Backcountry Office valid proof of a negative Coggins test performed within the last 12 months for each equine entering the Park.** Concessioner stock without proof of a negative Coggins test performed within the last 12 months and submitted to the Central Backcountry Office, are prohibited in the Park.

### Staffing and Employment

- The Concessioner will hire a sufficient number of employees to ensure satisfactory services.

- The Concessioner will provide appropriate job training to each employee prior to duty assignments and working with the public. The Concessioner will provide mandatory employee orientation for all new employees and inform all employees of Park regulations and requirements that affect their employment and activities while working in the Park.
- The Concessioner will provide to the Central Backcountry Office, **15 days prior to their first** trip of the year or whenever there is a change in staffing (i.e. new hires, terminations) a list of employees with their full name, and where applicable, the expiration date of First Aid **and CPR certifications**. There is no longer a requirement to include date of birth, SS#, and driver's license # to complete a background check for wants/warrants. The Concessioner will not use, for any of its activities within the Park, any individual currently prohibited from entering Yellowstone National Park by a court order or judicial decision.
- At least one staff member on each trip must have a current Service-issued certified guide card. To receive a current guide card, **concessioner employees** must complete the Yellowstone Guide Training Program at least once every two years. Certified individuals who lead guided saddle and pack stock tours within the Park must be 18 years of age or older.
- Staffing should be adequate to provide the service advertised, to minimize impacts on the resource, and to provide for the safety and enjoyment of the clients.
  - Minimum number of staff per trip:
  - 1-10 stock = 1 staff
  - 11-20 stock = 2 staff
  - 21-25 stock = 3 staff
- Whenever possible, the Concessioner should limit group sizes to no more than 20 riders (18 clients plus 2 staff).
- All Concessioner employees responsible for handling saddle and/or pack stock within the Park shall be experienced with stock and shall be able to adequately feed, groom, handle and care for all stock and tack used by the Concessioner in the Park.
- The Concessioner and its employees must be neat in appearance and demonstrate a friendly, helpful attitude toward their clients, other visitors and Service employees.
- The Concessioner and its employees must be knowledgeable of park regulations, including those of a specific area, and the purpose for these regulations. It is the responsibility of the Concessioner to ensure that all restrictions, regulations and hazard warnings associated with the backcountry are conveyed to all employees on the trip. The Concessioner and its employees must abide by all federal, state, and local regulations while operating within the Park. Concessioner employees are responsible for conveying restrictions, regulations and hazard warnings associated with the backcountry to clients on the trip. In doing so, they should make a concerted effort to impart understanding and ensure enforcement of the regulations.
- In case of emergency, all Concessioner employees on trips within the Park must be familiar with the procedures necessary to access the Park's Communications Center by calling 911, by using a radio, or by contacting a ranger.
- The Concessioner and its employees shall be sufficiently knowledgeable to describe attractions and comment on the resources (natural and cultural) of the area. Information presented should be accurate and appropriate to the audience.

- The individual Concessioner employee responsible for guiding any trip (day or overnight) within the Park must have a basic knowledge of map reading and must have in his/her possession a topographic map of Yellowstone (7 ½ or 15 minute series maps covering the area of intended travel are sufficient). Possession of a compass and knowledge of compass use are recommended for all trips in the Park and required on any off-trail (cross-country) trips.
- The Concessioner shall not employ, in any capacity, a Yellowstone National Park Service employee, the spouse, or minor children of a Service employee without prior written approval of the Superintendent. All such written requests should be submitted to the Concessions Management Division, P.O. Box 168, Yellowstone National Park, Wyoming 82190.

### **Interpretive Services**

- The Concessioner must provide interpretive skills training for all employees that provide interpretive, informational, and safety orientation information. Employees will be informed of regulations and requirements affecting their employment and activities while working in the Park. The Service may monitor the quality of the Concessioner's interpretive services to ensure appropriateness and accuracy.
- Park staff may be available to advise and assist the Concessioner in the development of interpretive materials and/or methods.
- Concessioner employees should strive to convey their knowledge of Yellowstone National Park's resources and history using appropriate interpretive techniques.
- The Concessioner should strive to provide a wide array of methods for conveying interpretive messages to clients on park-related themes and topics such as resource protection, appreciation of park values, and Service goals.

### **Trip Itinerary**

- To ensure an adequate opportunity for an evaluation of the Concessioner's performance, the Service must have prior knowledge of the outfitter's itinerary in the park, including day trips and overnight trips. Therefore, the Concessioner shall provide the Central Backcountry Office advance notice of **ALL** trips into the Park. Also, the Concessioner must notify the Central Backcountry Office of any changes or cancellations in their backcountry reservations. Failure to notify the Central Backcountry Office of trips, cancellations and itinerary changes, except under emergency conditions, is grounds for a less than satisfactory operational performance rating on the Annual Overall Rating.

### **Illnesses**

- Information on all human illnesses (employees or clients) will be reported immediately to the Concessions Management Division at 307-344-2271. This information will be evaluated by the United States Public Health Service representative to determine whether outbreaks could be associated with contaminated water, food, or other adverse environmental conditions. A suspected outbreak of human illness is two or more persons with common symptoms that could possibly be associated with contaminated water or food sources or other adverse environmental conditions.

## **FIELD OPERATION REQUIREMENTS**

**General Requirements:** This section generally coincides with the elements listed on the Periodic Concession Evaluation Report form (refer to *Appendix C*).

## **OPERATIONAL**

- A **Backcountry Use Permit** (refer to *Appendix D*) is required for all overnight use outside designated automobile campgrounds.
- Advance Reservations: The Concessioner may make advance reservations for designated stock sites pursuant to the "Backcountry Campsite Reservation Conditions 2012" (refer to *Appendix E*). The Concessioner may make advance reservations only if an authorized guide accompanies the party for the entire trip and the Backcountry Use Permit is written in the Concessioner's name. A Backcountry Use Permit is not transferable to another party without prior approval from the Central Backcountry Office.
- If the Concessioner wishes to reserve in advance a non-stock site for a "drop camp" he must leave his/her guide with the party for the entire duration of the permit. If the Concessioner is providing drop camp service only and not leaving an authorized guide, a member of the camping party must obtain the backcountry campsite reservation and/or permit in their name.
- All campsites, including the designated horse-use sites, have established length-of-stay and party size limits. Camping shall be in accordance with limits identified on the Backcountry Use Permit. The Concessioner and its employees are included in the total party size. A campsite list showing campsite locations, party size, stock limitations, and other restrictions is attached (refer to *Appendix F*, "Advance Reservation Stock Campsite List – 2012") or is available from the Central Backcountry Office.

## **First Aid Kit and Certification**

- At least one certified guide on each trip within the Park must be trained in First Aid **and CPR** and possess current First Aid **and CPR** certifications (a minimum of standard or multi-media). Guides are **not** required to carry First Aid **and CPR** cards with them. The expiration date for First Aid **and CPR** certifications for a guide (where applicable) will be provided to the Central Backcountry Office in a list of employees submitted 15 days prior to the Concessioner's first trip of the year, and updated whenever there are changes (see page 8).
- As a minimum, a basic First Aid kit will be carried by each party. The First Aid kit shall include the following or similar items. Deviations from the minimum must be approved by the Service:

### **Personal Use**

Kerlix or gauze roll (minimum of two)  
Triangular bandages (2). May not substitute bandannas.  
Dressings; 4 X 4, 2 X 2, (3 each)  
Band-Aids: assorted sizes and types  
2" wide medical tape (2 rolls)  
Ace bandages (2)  
Aspirin, Ibuprofen or Tylenol (care must be taken with legal ramifications)  
Topical disinfectant (Neosporin, betadine, etc.)  
Material for splinting and bandaging  
Trauma scissors  
Tweezers  
Micro shield or pocket mask  
Rubber, latex or nitrile gloves (3 pairs)

Alcohol wipes

Moleskin or blister kit (if activity involves hiking)

**Stock Use**

Scarlet oil, blue lotion or equivalents

Nitrofurazone solution dressing or dematur

Sulfa-urea powder

Blood stop powder

Absorbine

Thermometer

Vet wrap

**Incident Reporting**

Report to a park ranger or the Communications Center (307-344-7381) as soon as possible any of the following:

- Fatalities
- Employee or visitor injuries requiring more than minor first aid.
- **All motor vehicle accidents resulting in property damage, personal injury or death.**
- **All incidents resulting in personal injury or property damage exceeding \$300.**
- All incidents adversely affecting the Park's resources **or damage to government property.**
- Any known or suspected violation of the law.
- Observed wildfires.
- Any lost stock not found by the end of the Concessioner's trip.
- Any stray stock not belonging to the Concessioner that is found or sighted.
- Concessioner employees are encouraged to report poor trail conditions.
  
- Concessioner stock that dies in the park. The carcass must be moved at least ¼ mile from any campsite and 200 yards from any trail or water source. The Concessioner shall notify the Central Backcountry Office and the local backcountry ranger of the location of dead stock **as soon as possible**. The Concessioner is responsible for paying any costs associated with the removal/disposal. If an animal dies within the park, it is the Concessioner's responsibility to remove the carcass from the park or make arrangements for its proper disposal as soon as possible.

**Bears/Wildlife Warnings**

- Feeding, touching, teasing, or intentionally disturbing or injuring wildlife is prohibited. Willfully approaching within 100 yards of bears or wolves or within 25 yards of any other wildlife or nesting birds or within any distances that disturbs or displaces wildlife or nesting birds is prohibited. This does not apply to inadvertent or casual encounters with wildlife in areas where there is no reasonable alternative route.
- The Concessioner and/or its employees shall, when appropriate, convey to clients the principles and practices (described on page 14 of this plan) of proper food storage, sanitation, and camp organization designed to minimize encounters between bears and humans.
- Bear observations shall be reported to a park ranger as soon as possible. A telephone report to the Central Backcountry Office (307-344-2160) or the Bear Management Office (307-344-2162) is acceptable.

## STOCK AND TACK

All horse use will comply with the specific provisions of 36 CFR 2.16 – “Horses and Pack Animals,” most of which have been incorporated into this Plan. Refer to *Appendix G*.

### Care of Tack and Stock

- Saddles, saddlebags, blankets, pads, bridles, and other tack shall be in good condition, clean and well-maintained.
- All stock used for Concessioner operations shall be in good condition, well-trained, and well groomed. All riding stock used for clients shall be gentle enough to accommodate inexperienced or novice riders. Any animal that is obviously ill or injured, or is found to have demonstrated unsafe disposition shall not be used in park operations. Stock should be familiar to highlines, pickets, hobbles, and various temporary corrals.
- Loose herding or free trailing pack stock or unriden saddle stock is prohibited.
- On extended overnight trips, riders may travel off designated trails or routes, except in thermal areas and where such travel is prohibited. Pack strings are not allowed off-trail unless no other access is available or a provision for off-trail travel has been stipulated in the Backcountry Use Permit.
- Groups using the same trail must be spaced a minimum of 15 minutes apart. When two groups pass each other, one group should move off the trail and remain still until the other group has passed. Riders must slow their horses to a walk when approaching and passing persons on foot.
- Riders on day rides are required to use Service-designated trails. Groups, including the guide, will travel in single file on designated trails. Only one person will be allowed on each horse. Off-trail rides will **not** be permitted for routine and repetitive rides using the same area. Off-trail travel is prohibited except under the following circumstances:
  - a.) For rides whose primary purpose is fishing, riders are allowed access to the stream/lake. Travel is limited to the most direct route from the designated trail to the fishing location.
  - b.) When on an overnight backcountry trip, users may take off-trail day trips from their backcountry campsite.
  - c.) With advanced approval from the Central Backcountry Office for occasional, non-repetitive rides.
- One pack animal is allowed for approved off-trail trips.
- Resource damage from off-trail travel such as the creation of new trails is prohibited. Off-trail riders should disperse themselves so as to not create additional trails or routes that others would follow. Groups should not repeatedly use the same routes, traveling nose-to-tail which can rapidly create a new trail.
- Cutting of trees or otherwise maintaining areas for the purpose of travel while not on a designated trail is prohibited.
- Day rides must not travel into or through designated backcountry campsites.
- Permitted commercial use of Park trails with end destinations outside the boundaries of the Park will be recorded and reported as day rides (e.g. packing/hauling materials, supplies, and

clients for fishing camps and hunting camps). Such use will be subject to restriction or suspension at the discretion of the appropriate District Ranger, based on trail conditions and resource impacts. In such cases, permitted commercial users will be required to access outside-Park camps and/or destinations via other routes, irrespective of weather, distance, or user convenience.

- Concessioner employees will notify the District Ranger about any obstacles, hazards or other problem areas on the trails as soon as possible.
- Trail closures for resources protection, such as wet conditions, bear closures, or fire management, will be transmitted to concessioners with as much notice as possible. During a closure the District Ranger or their representative will monitor the closure and reopen the trails when it is safe to do so.

### Trails Closed for Commercial Stock Use

<u>Mammoth</u>	<u>Canyon</u>	<u>Tower / Lamar</u>	<u>Snake River</u>
Osprey Falls	Artist Point / Point Sublime	Tower Fall	Shoshone Geyser Basin
Wraith Falls	Seven Mile Hole	Trout Lake	West Thumb Overlook
Sheepeater Ski Tr	North / South Rim	Chittenden Road	
Beaver Ponds	Artist Paint Pots	Lost Lake	<u>Lake</u>
Upper Terraces	Clear Lake		Storm Point
Boiling River	Washburn Hot Springs	<u>Gallatin / Bechler</u>	Avalanche Peak
Bunsen Peak Tr		Harlequin Lake	Elephant Back
Bunsen Peak Road	<u>Old Faithful</u>	Riverside	
Lava Creek	Monument Geyser Basin		

Parkwide: All trails through thermal areas not included above

### Amount of Stock & Loads

- Stock in excess of the number necessary to properly accommodate the trip is prohibited. A sufficient number of stock shall be used to ensure that stock is not overworked or overloaded. Each pack horse or mule should carry at least 100 pounds in addition to its tack at the beginning of the trip. Llamas and burros should carry at least 40 pounds. Unless special permission has been obtained; the maximum allowable number of stock is 25. The District Ranger or their representative may adjust the number of stock and period of use for a specific backcountry site depending on potential or prior resource damage. Stock in excess of the established limits or as declared on the Backcountry Use Permit is prohibited.

### Feeding & Grazing

- The use of hay or straw for any purpose **is not** permitted within the backcountry. Processed feed, such as pellets, cubes and/or “weed free” rolled oats may be used. Authorization to graze is temporary and is granted only while the trip is in progress. Site specific grazing instructions may be given by the District Ranger.

### Stock Retention

- The Concessioner is expected to utilize minimum impact livestock retention practices to minimize impacts on the resource. The use of hobbles or allowing stock to graze freely minimizes resource impacts and is encouraged. Tying stock in such a manner as to damage any feature, the vegetation, or soil is prohibited. Stock shall not be retained in the core camp. Individual animals may be brought into the core camp temporarily for the purpose of packing

or unpacking. Corrals and drift fences are prohibited. The impacts of whatever stock retention method used must be mitigated and the area returned to as natural a condition as possible prior to the party's departure.

- Picketing: If pickets, stakes, or drag logs are used, they must be moved at least twice daily, more often if necessary, to prevent resource impacts such as overgrazing and trampling. Live or standing trees shall not be cut to use as drag logs or picket pins and picketing to standing trees or shrubs (live or dead) is not permitted. If picketing is anticipated, it is advisable to carry metal picket pins. Stock should be picketed so that animals at the end of the picket line will be no closer than 100 feet to any water source, **campsite** or any Service-maintained trail.
- Electric Fences: Portable electric fences are allowed but should be moved as often as necessary to prevent resource impacts. Electric fences may be connected to live trees or vegetation, but doing so may reduce the effectiveness of the fence due to diminished current.
- Hitching lines: Hitching lines between trees or other anchor points may be used as a temporary retention method for saddling and packing stock. Hitching lines should be made of rope and when attached to trees, the trees should be padded to prevent damage. *These lines should be considered a temporary retention method for saddling and packing stock and are not to be used for an extended period of time. Hitching lines should be moved as often as necessary to minimize trampling and soil compaction.* Some sites may have designated hitching line areas to contain use in already impacted locations. Follow site specific-instructions when given.

### Spreading Manure

- All manure must be removed from **a radius of 100 feet around** the core camp and from hitching line areas and must be scattered in any area(s) where stock are retained (by electric fence, pickets, hobbles, drag logs, etc.), and an effort must be made to scatter manure in other grazing areas.
- Manure must be removed from trailhead parking and loading areas.

### Drop Camps

- When providing drop camp service to a non-stock site, the Concessioner must keep all stock out of the core-camp at all times (see core-camp definition). Stock shall not be retained near the perimeter of the core camp longer than is necessary to unload clients and gear, except to serve mobility-impaired clients.
- Retention or grazing of stock in the vicinity of non-stock campsites longer than is reasonably necessary to drop off or load people and equipment or set up camp is not authorized. Should it become necessary to retain stock longer, they must be kept at least 100 yards away from the core camp and sleeping areas and all other stock retention requirements apply.

## CAMPSITE/ENVIRONMENT

### Camp Organization

- No permanent improvements such as corrals, tables, hitch rails, nails in trees, etc., may be established. For reasons of sanitation, safety, and resource impacts, wherever possible the sleeping area should be 100 yards from the core-camp and other cooking, eating, and food storage areas that may attract bears. Sleeping areas should also be located well away from

established trails, streams, lake shores, and game trails which serve as travel routes for bears. Stock must be kept well away from the food preparation and eating area.

## Campfires

- Concessioners are urged to use portable stoves whenever possible and keep the use of wood fires to a minimum. Wood fires are not permitted at some campsites. Where a wood fire is permitted, only dead and down material shall be used for fuel and only the existing fire ring may be used. Fires must be attended at all times. Falling trees (including dead trees) and cutting or breaking limbs off standing trees is prohibited. Before departing camp the Concessioner must ensure that the fire is completely extinguished. All food remnants, aluminum foil, glass, and other litter, must be removed and packed out (does not include excess cool ashes). The fire pit should be left clean.

## Toilet Facilities

- Concessioners should use pit toilets where provided. Do not use toilet holes for trash disposal. Parties of fewer than ten people may dig small, individual holes for disposal of human waste. Carry a shovel or garden trowel for digging small individual “cat-holes.” Cat holes shall be dug at least 10 inches deep, and filled with loose soil after use. Use only biodegradable toilet paper and burn any excess paper before covering the hole or pack it out with trash. Larger parties (ten or more people) may dig a latrine(s) for use by the entire group. Select sites where digging will not damage root systems. Latrines shall be at least 18 inches deep and completely covered over when human waste reaches a point 10 to 12 inches below ground level and before departing camp. Cat-holes and latrines shall be located at least 100 feet from surface water and 100 feet from the core camp. In addition, commercially available disposable human-waste bags, when used as directed, are a convenient environmentally conscious method of human waste disposal.

**Regardless of the method utilized, the Concessioner is responsible to see that human waste disposal is done in compliance with this Operating Plan.**

## Food Storage

- At night and/or when not attended, all food, garbage, stock feed, ice chests, other scented articles, cooking utensils and stoves shall be suspended at least 10 feet off the ground and at least 4 feet from tree trunks. **“Attended” explicitly means that the Concessioner or an employee is in camp, awake, and in close proximity to the food, garbage, stock feed, cooking utensils, ice chests, and any other scented articles.** It is not required to hang cooking utensils and stoves that have been washed/cleaned and sanitized. Use existing food storage poles when available. Currently, bear-resistant containers must also be suspended in the manner described above. Strain all waste water and burn solids if a fire is available. If no fire is available, broadcast strained wastewater away from sleeping areas and streams/lakes and pack out solids with trash. Polluting or contaminating any water source (with soap, waste, food, etc.) is prohibited.
- Where fires are allowed, all unconsumed food and other combustibles may be burned in the established pit. **All food stuffs must be completely burned or packed out with trash.**

## Food Sanitation Guidelines

- All potentially hazardous foods (meat, poultry, dairy products, etc.) must be kept at safe temperatures (over 140° or below 41° F.).

- All raw meats and poultry must be packed separately from foods that will not be further cooked.
- Ready-to-eat lunchmeats and cheeses should be packed in small quantities in moisture-proof bags and must be stored at temperatures of under 41° F.
- All food shall be kept covered when not being cooked or served.
- Remove from refrigeration only the amount of potentially hazardous food required for the meal. Discard all leftover potentially hazardous foods after each meal.
- No home canned foods are allowed to be served and all meats shall be procured from a source approved by the state of origin.
- **Food not prepared “on-site” shall be prepared in an inspected food establishment.**
- Farm and domestic animals must not be within 200 feet of any place where food is prepared, cooked, or served.
- Plastic gloves or sanitized serving utensils must be used for preparing and serving food. No sheath or pocketknives may be used for slicing foods.
- Persons with cuts, **abrasions, open blisters, or other blemishes on their hands, shall not prepare food, unless the hands are bandaged and covered with gloves. Persons with symptoms of illness must be kept from handling food.**
- All food contact surfaces shall be fabricated for durability and ease of cleaning, i.e., smooth, nonabsorbent, resistant to chipping, and made of safe materials.
- Tables shall be constructed of easily cleanable surfaces. If tablecloths are used, they must be made of nonabsorbent materials such as plastic. Single-service cloths, such as paper tablecloths, must be discarded after each use.
- Adequate hand washing facilities shall be provided to ensure hands are washed before **handling food**, cooking, eating, and after using the toilet.
- Dishes shall be scraped, washed, rinsed, sanitized, and air-dried. A sanitizing solution for the final rinse may be prepared with chlorine by using two capfuls of household chlorine bleach (5.25% strength) per five gallons of water. Immerse dishes in sanitizing solution for one minute. If paper towels must be used to dry dishes, double sanitizing time is required. (Chlorine test strips should be used to test concentration).
- If drinking water is not from an approved source, it must be boiled, treated with chemicals, or properly filtered to make it potable. Clients should be advised about the risks of drinking untreated water. Drinking water, from a treated source, must be stored in a smooth, cleanable, tightly sealed container.
- Pack sufficient cups to ensure common drinking cups are not used.

### Site Clean-Up

- The areas authorized for use under this Contract must be left in substantially the same or better condition as they were prior to the activities authorized herein. Requirements for cleaning

campfire pits and toilet facilities and spreading manure are described in earlier sections. All unburned or unburnable manmade items, including but not limited to food, foil, pull tabs, glass, feed sacks, strings/ropes, papers, plastics, and cigarette butts, must be packed out of the Park. The area shall be left clear of litter and picket pins and other stock retention devices. The visual impact of poles used for camp set-up must be minimized, and all poles or logs used for stock retention must be scattered. Reasonable efforts must be made to rehabilitate obvious resource impacts caused by the Concessioner's camping or stock use activities. Such efforts should include, but are not limited to, filling in any divots or depressions caused by Concessioner activities and raking or duffing the core camp and impacted stock retention areas to minimize erosion potential.

- The Concessioner is encouraged to separate recyclable materials from packed-out items and deposit them in recycle bins located at various locations throughout the Park.

## **RISK MANAGEMENT - SAFETY**

The Occupational Safety and Health Act of 1970 and the Service Policy (Director's Order 50) require the Concessioner to provide a safe and healthful environment for all of its employees and clients.

- The Concessioner will review and, *if necessary*, update its Risk Management Plan annually to ensure an appropriate safety program. The Concessioner must submit a copy of its current plan to the Concessions Management Division prior to operating, if it has been updated. The Plan must include, at a minimum, the following components:
  - Written Safety Policy
  - Employee Safety Training Program
  - Accident Prevention/Reporting
- Drivers and all passengers must use seat belts in wheeled vehicles at all times.
- Clients on overnight trips may carry unopened alcoholic beverages in their luggage where it is to remain until clients reach their overnight campsites. Concessioners have the discretion to allow alcoholic beverages on their extended camp trips.
- The Concessioner must ensure that each client is safely equipped and properly clothed prior to the trip. Clients can experience chilly type weather (rain, wind, and snow) any time of the year. Clients must be encouraged to wear appropriate clothing and foot wear.

## **FISHING PERMIT**

- A Yellowstone National Park Fishing Permit is required to fish in the Park. Anglers 16 years of age and older are required to purchase either an **\$18** three-day permit, a **\$25** seven-day permit, or a **\$40** season permit. A permit fee is charged for anyone 16 years of age or older. Children 15 and younger may fish without a permit if they are fishing under the direct supervision of an adult; or children 15 and younger may obtain a free permit that must be signed by a responsible adult. With this permit, a child can fish without direct adult supervision.