

**EXHIBIT A****OPERATING PLAN**

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## 1) INTRODUCTION

This Operating Plan between **[Concessioner Name]** (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Point Reyes National Seashore (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

## 2) DEFINITIONS

### A) Service Policy

The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. The Concessioner can access [Director's Orders and Related Guidance](#) on the National Park Service website.

## 3) MANAGEMENT RESPONSIBILITIES

### A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate a General Manager who has the following authority: authority and managerial experience for operating the services required under the Contract; employ staff with expertise and training to provide all services required and authorized under the Contract; act as the liaison in all concession administrative and operational matters within the Area; and, responsibility for implementing the policies and directives of the Service. Additionally, in the absence of the General Manager, the Concessioner must ensure a qualified acting General Manager is designated.

### B) Service

The Superintendent manages the Area with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Contract administration. Directly, or through designated representatives, the Superintendent reviews and coordinates, pursuant to Service Policy and Applicable Laws, Contract administration, including evaluation of concession services, Concession Facilities, and review and approval of rates charged for all services. The Service provides a current list to the Concessioner with all appropriate points of contact annually, or as updates occur. The Service consults on relevant matters involving the Concessioner's activities with the Federated Indians of Graton Rancheria ("FIGR"), a sovereign nation and federally recognized Indian Tribe, as part of the General Agreement for Government-to-Government Partnership ("General Agreement") regarding management and stewardship of resources within the Area.

## 4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

### A) Schedule of Operation

- (1) *Minimum Operating Season.* The Concessioner must provide the required services for Area visitors in accordance with the minimum operating schedule identified below.

Service Type	Minimum Operating Hours
<b>Five Brooks Stables</b>	<p><b>Required:</b> Year-round operation with the following minimum schedule:</p> <ul style="list-style-type: none"> <li>• <i>Peak/Summer Season:</i> May 15 through September 30. Five (5) days a week from 10:00am to 5:00pm.</li> <li>• <i>Off/Winter Season:</i> October 1 through May 14. Saturday and Sunday, weather permitting.</li> <li>• <i>Rides:</i> Times for rides must be consistent throughout the season. The Concessioner may provide pony rides on an as-needed basis.</li> </ul> <p><b>Authorized:</b></p> <ul style="list-style-type: none"> <li>• Irrespective of dates, the Concessioner is authorized to extend its operating days and hours outside of the required hours stated above.</li> <li>• <u>Horse Boarding:</u> The Concessioner is authorized to provide boarding services for up to five (5) horses. The Concessioner may provide services at a fee for boarded horses that is consistent with their care and upkeep. These are grooming, bathing, custom feeding, exercising, and training.</li> </ul>
<b>Five Brooks Horse Camp</b>	<p><b>Required:</b> Seven (7) days per week between April 1 (OR when the tributary on the entrance road stops flowing) until November 1. <b>The camp is not allowed to operate when water is flowing in the tributary crossing on the road to the camp.</b></p> <ul style="list-style-type: none"> <li>• Must be open from 11:00am to 5:00 pm while in operation. The Concessioner may operate more hours beyond these minimums should it choose.</li> </ul> <p><b>Authorized:</b> The camp may open earlier if the season is dry and there is no flow in the creek prior to April 1, and may operate beyond November 1, with prior notification and approval from the Service consistent with Section 4. A. (2) below.</p>

- (2) *Schedule Approval and Changes.* The Concessioner must contact the Service at least one (1) week prior to opening and closing with actual dates and hours of operation.
- (3) *Temporary Suspension of Services.* The Service may require temporary suspension of services at any time necessary for safety, maintenance, and the protection of public or Area resources. Additionally, during periods of fire or natural disaster, public health emergencies, or any other visitor safety or resource management concern, certain trails may be closed. During such times, an Area representative will meet with the Concessioner to discuss effects to the concession operation.
- (4) *Notice to Visitors.* The Concessioner must prominently display emergency contact telephone number(s) indicating where the Concessioner and Park Dispatch Center can be contacted for "after hours" emergencies.

#### **B) Rate Determination and Approval Process**

- (1) *Rate Determination.* All rates and charges to the public by the Concessioner must comply with Section 3(e) of the Contract, including without limitation, the approval by the Service of rate methodologies. The reasonableness and appropriateness of rates and charges under this Contract must be determined, unless and until a different rate determination is specified by the Service, using the methodologies set out below. As used in this Operating Plan, each of the specified methodology has the same meaning as is set out in the National Park Service Concession Management Rate Administration Guide ("Rate Administration Guide") and the NPS Concession Management Rate Administration Guide Addendum (March 2024), as they may be amended, supplemented, or superseded throughout the term of the Contract. The current

version of the Rate Administration Guide is available on the [Rate Administration Section of the NPS Commercial Services website](#).

Service	Rate Determination
Guided Horseback Rides	Competitive Market Declaration
Other Rides and Horse-Related Services at Five Brooks Stables	Competitive Market Declaration
Vending Machines	Competitive Market Declaration
Horse Camp	Competitive Market Declaration

(2) *Management of Rates under Competitive Market Declaration.* The Concessioner is permitted to set and change prices based upon what the Concessioner determines the market will bear for the service types approved under the Competitive Market Declaration ("CMD") method.

(a) Rate Adjustment. The Concessioner may adjust rates of CMD goods and services without prior notification to or written approval from the Superintendent.

(b) Service Rate Monitoring. The Service will monitor to verify that rates remain reasonably like those of competitors, that utilization/occupancy remains similar as prior periods and does not decline due to rates and charges, and that visitor satisfaction data demonstrate visitors are satisfied with the Concessioner's services and rates. Rate monitoring will be conducted by Service category using Concessioner data provided in accordance with Concessioner operating reporting requirements outlined in this Operating Plan, data from the Concessioner's visitor satisfaction program, and available data on the Concessioner's competitors.

(c) Concession Rate Monitoring Plan. **Within 60 days of the Contract's effective date**, the Concessioner must submit a rate monitoring plan that includes its CMD rate setting strategy regarding how it will price against competitors and initiate its own adjustments to rates in response to changes in competitor rates, occupancy, and visitor satisfaction levels, and what thresholds, standards, or benchmarks it will use as actionable trigger points. The plan must also describe the type, source, and scope of available data, occupancy/utilization information, and visitor satisfaction information it will supply to the Service. The Concessioner's rate monitoring plan is subject to Service approval. The Concessioner's plan must describe a variety of monitoring components, including.

- Monitoring by service type
- Competitors by service type
- How it will track competitor pricing
- What its strategy is for pricing against competitors
- How it will monitor utilization
- How it will monitor visitor satisfaction for each service type or classification

(3) *Published Rates and Compliance.* The Concessioner must post all rates for goods and services available to visitors. Posting can include written and web-based advertising, brochures and other Concessioner promotional materials, and price tags.

(4) *Reduced Rates for Federal Government Employees.* Goods and services will not be provided to government employees or their families without charge or at reduced rates unless equally available to the public.

(5) *Exceptional Conditions.* If the Concessioner offers an item or service at less than optimum condition (because of unavailable amenities or condiments, or because of poor service or other conditions), the item or service must be discounted. This should not be construed to condone shortages or "running out" of items on a regular basis and should be used only in unavoidable situations.

(6) *Deposit and Cancellation Policies.* The Concessioner must develop reservation procedures, including rates for deposits and cancellations, which are patterned after those businesses used as comparables or considered as competitors. The Concessioner's approved rate schedule and advertising material must state in detail the conditions under which deposits are refunded or cancellation fees charged. Cancellation and refund policies (including deadlines) must be submitted in writing to the Service for approval prior to each operating season. Concessioner cancellations may have different refund rates than visitor cancellations. Refund due dates must be with industry standards if not immediate.

(7) *Changes to Rate Methods*

- (a) Changes Initiated by the Service. Changes in market conditions or other factors may result in the Service modifying the rate approval method utilized for any service types offered under the Contract. The Concessioner will be notified by the Service of such a change at least 60 days prior to any rate request due date the Service will prescribe.
- (b) Changes Requested by the Concessioner. The Concessioner may request a change to rate approval method but must submit a request to change rate approval method **at least 60 days prior to the date the next rate request is or would be due.** A Concessioner request to change rate approval methods must include an analysis of market forces criteria as described in the Rate Administration Guide Addendum, Sections 3(A) and 3(E).
- (c) Advance Rates. The Concessioner may request approval of an advance rate. This request must follow the requirements in the Rate Administration Guide (Section 2.4), except as provided in 36 C.F.R. § 51.82(d).

#### C) Purchasing

- (1) *Competitive Purchasing.* Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.
- (2) *Discounts.* To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.
- (3) *Environmental.* The Concessioner must purchase and use environmentally preferable products whenever available and feasible.

#### D) Evaluations

- (1) *Concessioner Monitoring Program.* The Concessioner must inspect services and facilities required by this Contract with respect to Applicable Laws; Service policy and standards; authorized rates; life, health, and safety; public health; environmental management and impacts on natural or cultural resources; responsiveness to visitor comments; compliance with the Contract including all exhibits; and other operational performance standards as appropriate. The Concessioner is responsible for developing and implementing corrective action plans to respond in a timely manner to any operating deficiencies it identifies. Such corrective action plans may be reviewed by the Service for approval. Specific inspection and testing requirements are described in later sections of this Operating Plan.
- (2) *Service Concessioner Review Program.* The Service will evaluate the Concession Facilities and services to assess and rate performance in accordance with the NPS Concessioner Review Program. The Service uses the results of the individual program evaluations to prepare an Annual Overall Rating Report. Service personnel may conduct these activities and may obtain assistance of third-party subject matter experts. Service evaluations may fully incorporate the findings of such experts. The Concessioner must provide full access to management, Concession Facilities, documentation, and other resources necessary for and required by the Service to conduct these evaluations. The Concessioner must work with Service officials to prioritize, schedule, and correct deficiencies and implement improvement programs resulting from these activities. The Service may consider the Concessioner's performance in addressing deficiencies on schedule and in a timely manner in determining the Concessioner's rating.

- (a) Periodic Operational Evaluations. The Service may conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services to ensure conformance to applicable operational standards. The Concessioner may be contacted at the time of evaluations so that a representative of the Concessioner may accompany the evaluator.
- (3) Annual Overall Rating. The Service determines the Annual Overall Rating ("AOR") for the preceding calendar year. The AOR provides narrative summaries of the operating year, as well as the following reports, and includes one overall score and rating for the entire operating year. The Concessioner and Service should meet to discuss the AOR.
  - (a) Administrative Compliance Evaluation Report. The Administrative Compliance Report and rating considers the Contract compliance criteria: timely and accurate submission of the annual financial report; timely and accurate payment of franchise fees; timely submission of proof of general liability, vessel, automobile, and workers compensation insurance, etc.
  - (b) Operational Performance Report. Service staff prepare the Operational Performance Report and rating by considering the individual periodic operational evaluations and weighting them if necessary.
  - (c) Public Health Program Evaluation Report. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations, in accordance with the Public Health Service procedures based upon the U.S. Food Code.
  - (d) Risk Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Risk Management Program ("RMP"). This evaluation and rating considers compliance with the Service risk management standards, implementing life safety and fires safety programs, and operating in accordance with the Concessioner's documented RMP. The results of any life or fire safety inspections conducted by the Service may also be a component of this evaluation and a component of the periodic operational evaluations.
  - (e) Environmental Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Environmental Management Program ("EMP"). This evaluation and rating considers compliance with the Service environmental management standards, protection of natural resources, fulfillment of environmental compliance requirements, and operation in accordance with the Concessioner's EMP. Performance in addressing Concessioner environmental audit findings will also be a component of this evaluation.
  - (f) Asset Management Program Evaluation Report. The Service may conduct an annual comprehensive evaluation of the Concessioner's Asset Management Program and provide a rating. Asset management will also be a component of periodic operational evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities.
- (4) Other Audits or Inspections. As may be deemed necessary by the Service, additional evaluations may be conducted by the Service or third-party evaluator, including but not limited to, the following.
  - (a) Environmental Audits. The Service may conduct environmental audits to evaluate the Concession Facilities and operations with respect to environmental compliance and compliance with environmental Best Management Practices in accordance with the current Service Concession Environmental Audit Program Operating Guide.
  - (b) Fire Inspections. The Service may also conduct fire safety inspections at its discretion throughout the term of the Contract but will contact location managers at the time of

facility inspections so that a representative of the Concessioner may accompany the Service evaluator.

- (c) Integrated Pest Management Inspections. The Service may conduct integrated pest management inspections of Concession Facilities and operations, which may consider issues such as vector control and exclusion practices, pesticide application practices, and others. Tier 1 inspections are conducted by the Concessioner and Tier 2 level oversight is conducted as part of the Concessioner Review Program. In addition, technical experts (e.g., public health service officer, integrated pest management coordinators) may periodically conduct Tier 3 oversight inspections.
- (d) Visitor Satisfaction Review. The Service may review Concessioner visitor satisfaction program results, complaints, and comments, and incorporate findings into the AOR.

## **E) General Policies**

- (1) Facilities Use
  - (a) Authorized Use. Concession Facilities must be used only for activities or services that directly and exclusively support contractual services required and authorized by the Contract.
  - (b) Smoking Policy. All Concession Facilities are designated as non-smoking. The Concessioner must comply with current Service policies on smoking, including without limitation, [Director's Order 50D](#).
  - (c) Quiet Hours. Are 10:00 p.m. to 6:00 a.m. within all Concession Facilities, including employee housing.
- (2) Checkout Counter Donation Program. Should the Concessioner participate in this program the Concessioner must comply with all requirements of the [Checkout Counter Donation Program](#) found on NPS [Partnerships website \(Reference Manual 21 – Chapter 4\)](#).
- (3) Lost and Found. The Concessioner will establish and provide an effective process for handling lost and found items that is consistent with Service policy. This policy must be in writing and approved by the Superintendent. Procedures for the handling of lost and found property must conform to [Director's Order 44](#), Personal Property Management Handbook #44, and 41 CFR § 101-41.
- (4) Vehicles Used in Connection with Operation
  - (a) Identification. The Concessioner must include its name and logo, with lettering no larger than three- and one-half inches in height, on every vehicle, including horse trailers.
  - (b) Licensing, Insurance, and Registration. The Concessioner must properly register, license, and insure all Concessioner vehicular equipment used to perform services under the Contract in accordance with all Applicable Laws and with this Contract.
  - (c) Vehicle Maintenance. The only vehicle maintenance activity allowed within the Area is topping off fluids in the parking area. All other vehicle maintenance activities must take place outside the Area.
  - (d) Transportation Services. In the event passenger transportation incidental to the operation is provided, the Concessioner must obtain all permits or licensed required by State and local governments, as applicable, to conduct transportation services. The Concessioner must operate in compliance with all pertinent Federal, State, and local regulations. Automobile insurance, in the amount stated in the Contract, Exhibit F: Insurance Requirements, must be obtained and current. Certificates of Insurance must be submitted to the Service on an annual basis.
  - (e) Concessioner Parking. The Concessioner must ensure that Service-approved designated areas are used to park and store vehicles and equipment in a safe, organized manner that does not impede with Service operations.
  - (f) Abandoned Vehicles and Equipment. The Concessioner must notify the Service of abandoned vehicles within the Concession Facilities, which may include employee vehicles.

Employee vehicles must be towed at the expense of the owner, or if the owner cannot be located, at the expense of the Concessioner. The Concessioner must take necessary steps to remove abandoned property in a timely manner.

(5) *Visitor Satisfaction and Monitoring.* The Concessioner must establish a Service-approved visitor satisfaction monitoring system to monitor service and quality standards, product mix, pricing, and overall experience. This system may consist of electronic or hard-copy (i.e., comment card) surveys, depending on location and services being monitored, but the Concessioner must ensure it clearly articulates how visitor access the electronic version or provide an adequate supply of hard copy surveys. The Concessioner must submit its plan for this system **within 30 days following the Contract effective date.**

- (a) Upon receipt, the Concessioner must provide copies to the Service of visitor comments alleging misconduct by a Concessioner or Service employee pertaining to the safety of visitors or the safety of Area resources.
- (b) The Service will forward to the Concessioner any comments or complaints received regarding Concession Facilities or services. The Concessioner must provide the Superintendent with a copy of its responses. The Service will provide copies of its responses, if any, to the Concessioner.
- (c) The Concessioner must investigate and make an initial response to any complaint within 48 hours of receipt.
- (d) The Concessioner must provide the Service with, at a minimum, a monthly electronic report of survey responses, comments, and complaints. The monthly report is due by the 15th of the month following receipt, and the annual report is due on **January 15**. The Concessioner must provide individual comments upon request.
- (e) The Service is developing standard customer satisfaction questions. Once developed, the Concessioner must include these questions in its visitor satisfaction survey and make results available to the Service.

## F) Wildlife Interactions

- (1) The feeding and intentional disturbing of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities. The Concessioner and their employees must notify an Area ranger immediately regarding any issues with wildlife.
- (2) The Concessioner must keep areas clean and free of litter and food spills to reduce smells that might attract wildlife.

## G) Human Resource Management

- (1) *Staffing Requirements.* The Concessioner will hire a sufficient number of employees to ensure satisfactory visitor services throughout the year. The Concessioner will attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner will inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
- (2) *Employee Hiring Procedures*
  - (a) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must establish an appropriate employee drug-testing program. The Concessioner must require any employee who is in a safety-sensitive or security-sensitive position to participate as appropriate in pre-employment and random drug testing. Should the Concessioner become aware of illegal drug use, the Concessioner must promptly report it to the Area's Chief Ranger.
  - (b) Background Checks. The Concessioner must ensure background checks are performed on all new employee hires, to include: local criminal history check, federal criminal records check,

national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check for employees operating Concessioner vehicles. The Concessioner must ensure that these comprehensive background checks are performed every third year for returning employees. When the Concessioner learns that an employee is the subject of an active warrant, the Concessioner must immediately notify the Chief Ranger's Office. The Concessioner must immediately notify the Service law enforcement office if a background check shows an employee is required to register as a sexual or violent offender. Employees must allow such a possible release of information as a condition of hire.

- (c) Driver Requirements. Drivers of Concessioner-owned vehicles must have a valid state operator's license for the size and class of vehicle being driven.
- (d) Service Employees. The Concessioner must not employ in any status an Area employee, his/her spouse, or a minor child, without the Service's written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concession Specialist, or Safety Officer.
- (3) *Employee Identification*. At a minimum, Concessioner must issue all employees an employee photo identification card that includes name, work location, and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season for seasonal employees.
- (4) *Employee Appearance*. At a minimum, the Concessioner must issue all employees who have direct contact with the general public standardized clothing appropriate for the operation. Clothing worn by the Concessioner's employees must have the company logo and be easily identifiable to the Service and the general public. Employees must be neat and clean in appearance and project a hospitable, positive, friendly, and helpful attitude.
- (5) *Experience*. The Concessioner and its employees must have experience with horses, and be able to provide visitors with information about veterinarians located near the Area. The Concessioner will select employees that lead horse rides (wranglers) and employees who work with horses but do not lead rides (stable hands) on the ability to serve the public as well as their horsemanship skills. All wranglers and stable hands shall have experience with horses and be able to adequately feed, groom, and care for all stock and tack. In addition, the Concessioner's employees should have an understanding of common horse ailments and injuries and be able to treat them and/or know when to seek veterinary assistance.
- (6) *Certification*. All wranglers must have a current certification in American Red Cross First Aid or equivalent and CPR. The Concessioner must maintain copies of these certifications on file and provide copies to the Service upon request.
- (7) *Interpretation*. Wranglers must provide information about the history of the Area and significant features, as well as some of the more common plants and animals of the Area. The Concessioner is responsible for providing skilled interpretation of Area resources as an integral part of guided rides. Interpretive staff is available to review the Concessioner's interpretive narrative for accuracy and adequacy, suggest resource materials, consult with FIGR under the General Agreement, and provide instruction in interpretive methods.
- (8) *Training*. The Concessioner must have an active, ongoing training program for development of necessary skills and techniques for all Concessioner employees. The program must stress work performance, including a thorough knowledge of the stock, Area policies, the Concessioner's Environmental Management Program, terrain to be covered, and each employee's responsibilities for performing their duties. It must also include product and service presentation, cleanliness, employee attitudes, and policy. The Concessioner must provide and maintain records of appropriate employee training as set forth below and must provide those records to the Service upon request. The Concessioner must ensure all wranglers and stable hands are fully qualified and experienced and must include all training required by Applicable Laws.

- (a) Training Manuals and Employee Handbook. The Concessioner must develop written training materials and an employee handbook for its employees. The employee handbook must identify the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within **30 days of the Contract effective date**, and when revised.
- (b) Interpretive Training. The Concessioner must provide interpretive skills training for all employees who provide interpretive, informational, and safety orientation information and/or services. The Concessioner must work closely with the Area to improve the methods of preparing and presenting effective interpretive information. Training will be coordinated with the Area and Concessioner employees may be able to participate in interpretive training provided by the Service. The Service may also involve FIGR on assisting with relevant programming and training.
- (c) Concessions Management and Area Specific Training. The Concessioner must orient its managers to Service evaluation standards and rate policies. The Concessioner must provide Area specific training to all employees, including orientation of Area policies and requirements that affect their employment and activities while residing and/or working in the area. The orientation will be given to Concessioner employees at the start of their employment, and refresher training given annually thereafter.

(9) *Pets.*

- (a) The Service's approval is required for pets of employees occupying employee housing and within the Area.
- (b) Residents who qualify may have two dogs or two cats or one of each. No other domesticated and/or wild animals are permitted as pets.
- (c) Pet owners shall abide by the Area's Standard Operating Procedure # PR-01, "Pet Policy", or shall forfeit their right to keep a pet within the Area. The Concessioner may obtain a copy of this office order from the Service. The Service may update this policy from time to time and provide the Concessioner with any updates to this policy.
- (d) Because of the high visibility of the Area, and potential interactions with visitors or wildlife, Concessioner employee pets are not allowed to run loose within the Area and must be kept on a six-foot leash when outside.

(10) *Employee Responsibilities.* The Concessioner must ensure its employees adhere to all Federal and State laws including, but not limited to, wearing seatbelts, use or possession of illegal substances, and criminal activity. The Concessioner must formally inform employees and potential employees that any individuals required to register with the appropriate law enforcement agency in accordance with Health and Safety Code 11590 (drug offenders) and California Penal Code 290 (sex offenders) must also register with the Chief Ranger's Office.

(11) *Organized Labor Activity.* The Concessioner is required to comply fully with the National Labor Relations Act (NLRA), 29 U.S.C. §§ 151–169, and the applicable rules, regulations, and orders of the Secretary of Labor. The NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights relating to organizing, forming, joining, or assisting a labor organization for collective bargaining purposes; working together to improve terms and conditions of employment; or refraining from any such activity. Similarly, labor organizations may not restrain or coerce employees in the exercise of these rights.

#### **H) Possession of Firearms**

- (1) The Concessioner is responsible for determining how it will interpret and implement federal and state of California firearm possession laws regarding its visitors. The Concessioner should consult the applicable state attorney general's office about relevant state firearms laws as well as Service Visitor and Resource Protection staff.
- (2) The Concessioner must provide the Service its written policy articulating how it will implement federal and state of California firearm possession laws regarding its operation for review **within**

**60 days of the Contract effective date.** The policy should also include a plan for management of public firearm possession related to concession activities.

(3) Concessioner employees must not possess firearms while on duty. The Service may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Service will provide a written response to the Concessioner.

## 5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

The Concessioner must provide all services in a consistent, environmentally sensitive, and high-quality manner and must operate in accordance with the operating standards as provided on the [NPS Commercial Services website \(Standards and Evaluations\)](#) for each specific service type noted below, and further defined by the specific operational performance standards identified throughout this section. The applicable standards specify the minimum operating standards the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to the service standards. Where there are conflicts between the standards on the Commercial Services public website and the requirements in this Contract (including Exhibits), the Contract requirements (including Exhibits) prevail.

### A) Horse Operations

(1) *Minimum Operating Standards.* The Concessioner must provide horse services in accordance with the Horse and Mule Standards (10-H&M).

(2) *Additions or Exemptions to Horse and Mule Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Addition / Exemption	Details of Exemption or Addition
8	Trash/Recycling	Addition	All trash, garbage, and litter must be disposed of in wildlife proof trash receptacles or recycle containers.
17	Drinking Fountains	Exemption	This standard does not apply.
31	Hay Storage	Addition	The Concessioner must utilize weed free forage and bedding to prevent the introduction and spread of invasive plant species. Forage or bedding that is not certified weed free will only be permitted with Area review and approval. The Concessioner must feed stock weed-free hay for a minimum of 48 hours prior to allowing such animal(s) on any Area trail.
36	Tack Condition	Addition	Wranglers must tie reigns together instead of hanging separately.
37	Tack Inspections	Addition	The Concessioner must periodically inspect all equipment and immediately repair, remove, or replace any defective equipment. The Concessioner must establish a cyclic schedule for repair and/or replacement of equipment.
39	Tack Availability	Addition	The Concessioner must provide all children's saddles, for children 8 years and under, equipped with tapaderos or stirrup coverings.

Standard Number	Standard Name	Addition / Exemption	Details of Exemption or Addition
			The Concessioner must not permit horseback riding without saddles.
<b>40</b>	Stock Condition	Addition	<p>The Concessioner must groom horses at the beginning of each day. Only healthy animals shall be used.</p> <p>Stock must receive proper care and be fed daily. The horse party must carry adequate and weed-free feed on extended trips. Stock is not allowed to graze in the Area.</p> <p>The Concessioner must assure stock is treated properly. Cruelty is not acceptable treatment.</p> <p>The Concessioner must provide shelter protection from the elements as weather conditions warrant for horses.</p>
<b>41</b>	Stock Inspections	Addition	The Concessioner must frequently inspect horse shoes to ensure that stock is properly shod and hooves are in good condition.
<b>42</b>	Veterinary Examination	Addition	The Concessioner must provide the Service proof of annual examinations prior to the start of the peak season. Current health and immunization records for each horse in use and/or stabled at each stable must be made available for inspection by the Service upon request.
<b>43</b>	Stock Availability	Addition	<p>Below is the maximum numbers of horses, regardless of intended use, stabled or used in the Area at any one time:</p> <ul style="list-style-type: none"> <li>• 30 horses for use on Area trails</li> <li>• Additional 5 horses for boarding</li> <li>• 35 total horses stabled at any one time</li> </ul>
<b>44</b>	Stock Suitability	Addition	The only stock permitted in the Concession Facilities are horses. The Concessioner must use even-tempered, gentle, and well-trained stock to accommodate inexperienced riders. The Concessioner must remove and replace any horse that regularly demonstrates an unsafe disposition from service.
<b>45-48</b>	Carriages	Exemption	These standards do not apply.
<b>50</b>	Equipment	Addition	The Concessioner must provide shade structures for stock in each corral area.
<b>53</b>	Health	Addition	During a ride, if a horse is injured or sick, and is able to walk, the wrangler will lead the

Standard Number	Standard Name	Addition / Exemption	Details of Exemption or Addition
			<p>horse and the guided group back to the stable. If two wranglers are on the ride, one will continue with the ride and the second will return the horse back to the stable or nearest trailhead where it will be removed from service for further action. If the horse is unable to return, the guide will secure the animal in an appropriate location, and return the group to the stable. The on-site manager will immediately inform the Dispatch Office of the problem and a joint decision with the Chief Ranger or their designee will be made on what action is to be taken.</p> <p>At the stable, all sick or injured horses must be promptly treated and removed from use until determined well. A veterinarian must be summoned to aid or euthanize the animal.</p> <p>Any incident occurring in the Area which requires advanced medical treatment beyond first aid, including a visitor thrown from a horse for any reason, must be reported to Dispatch at (415) 464-5170 or 911 immediately. Rangers will conduct an investigation to determine the root cause of the accident. In the event the horse is believed to be at fault, Service and Concessioner management personnel will meet to evaluate the continued use of the horse. All incidents that occur within the Area must be documented as described below in "Concessioner Operational Reports".</p>
55	First Aid Kit	Addition	Every wrangler must carry a ten-person first aid kit in their saddle bag. In addition to normally furnished items, the first aid kit must include slings and bandages.
57	Riding Helmets	Addition	Helmets must be available for any rider desiring to wear one and be recommended by the Concessioner for use on Area trails.
68	Cancellations	Addition	Payment in full may be required to reserve space on a trail ride, but the payment must be fully refundable if cancellation is received more than two (2) hours in advance for individuals, or more than 24 hours in advance for groups larger than six (6) people.
69	Trip Cancellation	Addition	The Concessioner may not cancel any rides of less than three (3) hour duration for lack of riders if any visitor desires to participate. The

Standard Number	Standard Name	Addition / Exemption	Details of Exemption or Addition
			Concessioner may establish minimum numbers of riders for rides exceeding three (3) hours.
<b>72</b>	Visitor Safety Orientation	Addition	In addition to the standard requirements, the wrangler must brief all riders on proper and safe procedures, such as how to control the horse and how to put on or take off outer garments during the ride. The wrangler must aid riders in mounting and dismounting and assist riders in securing personal articles. The Concessioner's orientation must, at a minimum, include the information attached as Appendix A to this operating plan.
<b>76-77</b>	Food and Beverage	Addition	Pack services must not include the preparation of food from a camp kitchen or remote location. Any food provided must be prepackaged.
<b>83</b>	Trail Etiquette	Addition	<p>The Service authorizes the Concessioner to use only those trails in the Area that are open to horseback riding. The Concessioner must not use trails, routes, or areas not designated for horse use. The Concessioner must not short cut trails and switchbacks. The Concessioner must not allow grazing within the Area. When crossing streams, horses may not drink. The Concessioner may water horses from the water source by using a collapsible pail. Wading stock in streams or lakes is not permitted.</p> <p>Concessioner must keep horses at a walk or trot within Area boundaries. Wranglers must slow horses to a walk when approaching or passing other users. Wranglers will not permit intentional cantering or galloping of horses on trails.</p>
<b>84</b>	Ratios and Spacing	Addition	<p>The Concessioner must provide a minimum of one wrangler for every nine riders. Any group size of 10 to 15 (the maximum) must have at least two wranglers.</p> <p>Wranglers must position inexperienced riders behind the head wrangler and more experienced riders at the end of the group. Horse strings will be kept together as much as possible to minimize horses having to trot to catch up with the rest of the string.</p>
<b>87</b>	Use Allocation	Addition	The Concessioner must limit the maximum number of horses/riders per trail ride to

Standard Number	Standard Name	Addition / Exemption	Details of Exemption or Addition
			<p>fifteen (15) clients, plus wranglers. The Service defines a client as someone not employed by the Concessioner. Between the departures of each trail ride there must be a minimum of 15 minutes break before the next ride leaves the stable or trailhead.</p> <p>All guided rides in the Area, with the exception of pony rides, must be a minimum of one hour in length.</p>
<b>89</b>	Trip Log and Reporting Requirements	Addition	The Concessioner must immediately report to the Service any defects in the trail that could lead to injuries and use of the trail discontinued until the problem is fixed and the trail is safe.
<b>N/A</b>	Rides Originating from Other Locations Within the Area	Addition	The Concessioner is authorized to provide trail rides from other locations open to horses within the Area. The Concessioner must first submit a detailed proposal describing the trail ride operation and logistics. The proposal will be reviewed by the Service for either approval with appropriate conditions or denial.

#### **B) Horse Camp**

- (1) *Minimum Operating Standards.* The Concessioner must provide horse camp service in accordance with the Campground Standards (10-CAM).
- (2) *Additions or Exemptions to Campground Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Addition / Exemption	Details of Exemption or Addition
<b>9</b>	Trash/Recycling	Addition	All trash, garbage, and litter must be disposed of in wildlife proof trash receptacles or recycle containers.
<b>47</b>	Campground Roads	Addition	The horse camp is bisected by the Rift Zone Trail. The Concessioner must maintain a clear and unobstructed ten foot wide corridor so that the trail is passable for hikers and equestrians on the trail passing through the horse camp.
<b>49</b>	Site Markings	Addition	Campsite locations must follow the fence marked setback from Olema Creek and 30 feet from its tributaries.

Standard Number	Standard Name	Addition / Exemption	Details of Exemption or Addition
<b>55</b>	Grill/Fire Pits	Addition	Campfires are permitted only within the designated fire rings and cooking grills. The Campground complies with fire bans instituted by the Service or other authorities.
<b>66</b>	Availability	Addition	The Concessioner will use a centralized online method of receiving and managing reservations for all camping sites.
<b>68</b>	Confirmation	Addition	The Concessioner must provide written information regarding the recommendation to feed all horses certified weed-free feed a minimum 48 hours before entering the Area and throughout their stay.
<b>75</b>	Registration	Addition	The Concessioner must create an informational welcome packet containing written material to be distributed to customers upon arrival at horse camp. All information must be approved by the Service prior to distribution. The packet will contain the following types of information: trail maps; safety material including trail riding safety information and camp site safety information; Area information (features, history, animals, plants, roads, and trails, etc.); best practices for protection of vegetation in the horse camp and Olema Creek.
<b>77</b>	Authorized Use	Addition	Camping is limited to 14 nights per visit with a maximum of 30 nights per year. The majority of overnight guests in each campsite must have a horse in the camp.
<b>78</b>	Use Allocation	Addition	Maximum number of people and horses each is 100 per night.
<b>85</b>	Quiet Hours	Addition	Quiet hours are enforced from 10:00pm to 6:00am.
<b>87</b>	Pets	Addition	Area regulations do not permit pets in the horse camp or on the trails surrounding the horse camp.
<b>N/A</b>	Horse Manure	Addition	At a minimum, Concessioner must remove accumulated horse manure and residual feed by hand using appropriate tool from the Concession Facilities at the beginning of the week and after each three (3) day holiday weekend. All manure must be removed from the Area
<b>N/A</b>	Tying Up Stock	Addition	Stock must not be tied to trees or vegetation within the horse camp. Concessioner must provide high-line / high-tie posts within the horse camp.

Standard Number	Standard Name	Addition / Exemption	Details of Exemption or Addition
N/A	Feed	Addition	The Service is concerned about noxious weeds and invasive non-native plant species being transported by hay and stock manure. Use of certified weed-free feed will be required for feeding to all stock using the Area's trails when there is a reasonable and consistent supply of certified weed-free feed growers in California. Until that time, the Concessioner is encouraged to use weed free feed.
N/A	Horse Camp Bridge	Addition	Per Federal Highway Administration structure evaluation, the horse camp bridge over Olema Creek has a 22-ton weight limit.

#### C) Restrooms and Showers

- (1) *Minimum Operating Standards.* The Concessioner must provide restroom and shower service in accordance with the Shower Standards (10-SHO).
- (2) *Additions or Exemptions Shower Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
2	Pathways, Sidewalks, Ramps, Steps, and Stairs	Exemption	This standard does not apply.
9	Ventilation/Climate Control	Exemption	This standard does not apply.
14, 16, 20, 21	Dressing Area and Clothes Storage; Soap and Towels; Change Machines; Shower Timers	Exemption	These standards do not apply.

#### D) Employee Housing

- (1) *Minimum Operating Standards.* Consistent with the Personal Property Improvement Requirement (PPIR) in Section 8(e)(3) of the Contract, the Concessioner must provide employee housing in two (2) personal property employee housing trailers at Five Brooks Stables. The Concessioner must provide all housing in accordance with the Employee Housing Standards (10-EHO).
- (2) *Additions or Exemptions Employee Housing Standards.* Differences in standards for the Area from the Service standards are listed below as additions or exemptions to the standards.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
5	Bike Racks	Exemption	This standard does not apply.
10	Trash/Recycling	Addition	The Concessioner must ensure employees using outdoor areas clear all food following each use. All trash, garbage, and litter must be disposed of in wildlife proof trash receptacles or recycle containers.
61	Pets	Addition	Park approval is required for all pets.

Standard Number	Standard Name	Exemption / Addition	Details of Exemption or Addition
			Residents who qualify may have a maximum of two dogs, two cats, or one of each. No other domesticated and/or wild animal is permitted as a pet. Pet owners shall abide by the Area's Standard Operating Procedure # PR-01, "Pet Policy," or shall forfeit their right to keep a pet within the Area. All Concessioner employee pets must be kept on a six-foot leash when outside.
70	Addition	Addition	The Concessioner must manage any room and board account for employees on a break-even basis to the greatest extent possible. The Concessioner must ensure that any employee room and board charges do not exceed earnings because of mandatory reduction in work.
N/A	Installation and Removal	Addition	All expenses associated with transportation, set up, and removal of employee housing units are the responsibility of the Concessioner. If the Service determines employee housing is not compliant with the 10-EHO standards, including the additions and exemptions described in this Operating Plan, the Service may require removal and replacement upon 60 days' written notice. If the Concessioner does not remove the employee housing units by the end of the 60-day period, the Service will remove the mobile home units at the expense of the Concessioner.

## 6) ENVIRONMENTAL MANAGEMENT PROGRAM

The Concessioner must develop, maintain, and implement an Environmental Management Program ("EMP") in accordance with Section 6 of the Contract and the Service Environmental Management Program Standards for Concessioners, found on the [standards and evaluations portion of the NPS Concessions website](#). A proposed EMP will be submitted within 60 days of the Contract and must be updated annually and provided to the Area no later than **December 31**. The Service will conduct technical review and approval, as well as determination of any compliance requirements related to the submitted EMP and proposed activities. Further environmental specifications and requirements are found throughout this Operating Plan and in Exhibit E (Maintenance Plan) to this Contract.

The EMP must address adequate steps the Concessioner must take to prevent the introduction of non-native plant propagules into the Area, and the spread of non-native plants propagules from the Concession Facilities to other areas of the Area. Non-native plant propagules (seeds or other plant parts capable of reproducing the species) may be present on the underside of vehicles and trailers, in mud on vehicle tires, in the fur and hooves of animals, in the shoes and clothing of Concessioner staff, and in straw and hay. The EMP must also address the steps the Concessioner must take to prevent manure runoff from entering Olema Creek.

- (1) Prior to entering the Area for the season, or if a vehicle has traveled outside the boundaries of the Area and is re-entering, the Concessioner must pressure wash or steam clean the exterior of all Concessioner vehicles and trailers, paying particular attention to undercarriages, to remove

mud and plant material. The Service may inspect vehicles to insure that the vehicles and trailers are free of mud and plant material.

- (2) Prior to entering the Area for the season and prior to riding or hiking on the Area's trails, Concession employees will check boots, socks, and clothing for "hitch-hiking" seeds or other plant parts. Employees are encouraged to promote this practice to their clients as well.
- (3) The Service may survey the Concession Facilities to identify exotic weeds and provide the Concessioner with the survey results. The Concessioner will work with the Service to ensure early detection. The Service will provide guidance on Best Management Practices to prevent infestation by exotic species, and how to control major infestations of species not introduced by the Concessioner. All non-native plants and material shall be removed as necessary from assigned areas under the guidance of the Area. Removal of any vegetation requires prior written Service approval prior to any actions taken by the Concessioner.

## 7) RISK MANAGEMENT PROGRAM

### A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Plan that is in accordance with the Service Risk Management Program Standards for Concessioners, found on the [standards and evaluations portion of the NPS Concessions website](#). The Concessioner must submit an initial Risk Management Plan to the Service **within 120 days of the Contract effective date and no later than March 1 annually thereafter**. The Concessioner must update its Risk Management Plan to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

### B) Emergency Response – Release of Hazardous Substances

The Concessioner must provide plans and procedures, equipment, and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with Applicable Laws. These may include, as appropriate, an Emergency Action Plan, an Emergency Response Plan, and may include a Spill Prevention Control and Countermeasure Plan (see 29 C.F.R. 1910.120). The Concessioner must provide emergency response equipment, as appropriate, and maintain in good condition. The Concessioner must provide these plans to the Service, upon request.

### C) Emergency Operations Plan

The Concessioner will have an emergency operations plan for SAR and EMS incidents on the ocean and for any of the other activities in which the Concessioner is involved. The plan will be submitted to the Service **within 120 days of the Contract effective date**. The Plan will be reviewed and either rejected or accepted by the Service.

### D) Safety Representative

The Concessioner must designate one employee as the safety representative **within 60 days of the Contract effective date** and update this information as necessary. This person must have the authority to make decisions in regard to safety concerns.

### E) Exculpatory Agreements

- (1) *Use of Exculpatory Agreements.* The Concessioner may require clients (or their legal guardian if the client is under 18 years of age) participating in Area activities identified by as "higher risk" to sign exculpatory agreements that include a visitor Acknowledgment of Risk (VAR), Waiver of Liability (WoL) and indemnification clauses.
- (2) *Higher Risk Services.* Higher risk services under this Contract include Guided Horseback Rides and Pony Rides as defined in Section 3(a) and 3(b) of the Contract.
- (3) *Exculpatory Agreements:*
  - (a) Must comply with applicable state and federal law and Service policy.
  - (b) Must not waive liability or preclude claims against or require indemnifying the Concessioner for gross negligence, recklessness, or willful misconduct; and
  - (c) Must waive liability against the United States by including the following language:

"The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned's participation in this activity."

(4) *Compliance with Laws and Policy, and Service Review.* The Service will not as a matter of standard practice, collect, review or approve the Concessioner's exculpatory agreements. Concessioners may consider consulting with their own counsel in the development of its exculpatory agreements to ensure they comply with Service policy and Applicable Law. However, the Service reserves the right to review the Concessioner's exculpatory agreements and any modifications or replacements of the agreements at any time during the term of the Contract and require any revisions to ensure all the requirements of Service policy are met. The Service also reserves the right to require changes to Concessioner's exculpatory agreements or, to the extent permitted by law, revoke the Concessioner's allowance to use exculpatory agreements, if the Service determines the agreements are not compliant. Any determination by the Service that a Concessioner's exculpatory agreement is policy-compliant does not convey the Service's view that the agreement is valid, enforceable, or otherwise endorsed by the Service for any purpose.

## **8) PROTECTION AND EMERGENCY SERVICES**

### **A) Law Enforcement**

(1) *Concessioner Responsibilities.* Concessioner-employed personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action or to carry firearms on duty.

(a) The Concessioner must secure Concession Facilities, equipment, and property under its control. The Concessioner may be required to provide additional security personnel during heightened periods of vandalism, break-ins, theft, etc. at the Concession Facilities.

(b) The Concessioner must immediately report all suspected and known criminal violations to the Service.

(2) *Service.* The Service provides visitor protection, including responding to emergencies involving public safety, civil disturbances, and violations of the law. The Service will be notified of all violations of Federal, State, County, or Service regulations or policies. State or County officials may assist in some matters as well. The Service will provide radio frequencies for the Concessioner to communicate emergencies to Area Staff.

### **B) Structural Fire Protection**

The Concessioner must make fire prevention and protection a priority at all Concession Facilities and take reasonable steps to prevent and protect against structural and other fires. Any deviation from the following requirements requires written approval from the Service.

All fire incidents including alarms, smoke, and fires of any size must be reported by the Concessioner to the Chief Ranger or Park Dispatch immediately even if Service response is not required.

(1) *Fire Inspections*

(a) Concessioner Responsibilities. The Concessioner must conduct routine fire drills of the Concession Facilities as required by its Risk Management Program.

(b) Service Responsibilities. The Service may conduct fire safety inspections at its discretion throughout the term of the Contract. The Service will contact location managers at the time of facility inspections so that a representative of the Concessioner may accompany the Service evaluator.

(2) Marin County Fire Department is the first responder for fire protection of the Concession Facilities. Structural fire suppression is the primary responsibility of the Marin County Fire Department.

(3) It is the Concessioner's responsibility to ensure that the Concession Facilities conform to all applicable National Fire Protection Association (NFPA) Codes unless specific variance is granted

by the Service. A fire extinguisher suitable for use on all classes of fires in compliance with NFPA standards must be located in each building. The Concessioner shall train and equip personnel for evacuation of employees. The Concessioner shall ensure that fire detection and fire suppression equipment (including all fire extinguishers) is maintained in good operating condition at all times in the food service area. It is also the Concessioner's responsibility to detect and report all structural fires immediately.

- (4) The Concessioner will create an evacuation plan and conduct routine fire drills, in cooperation and under the guidance of the Service Authority Having Jurisdiction (AHJ), for the Concession facility as required by the Risk Management Plan and NPS Reference Manual #58 (Structural Fire Management).
- (5) The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program.

#### **C) Emergency Medical Care**

- (1) *Emergency Reporting Procedures.* All Concessioner employees must be trained in proper emergency medical care reporting procedures and must be instructed to provide essential information, e.g., a call back number at their location.
  - (a) Emergencies: 911
  - (b) Non-Emergencies: Area Communication Center at (415) 464-5170.
- (2) *First Aid Supplies.* The Concessioner must maintain basic first aid supplies at all Concession Facilities. An employee certified in standard First Aid must be at the Concession Facilities during operating hours.
- (3) *Training.* The Concessioner is encouraged to allow all employees to attend emergency response, cardiopulmonary resuscitation (CPR), automatic external defibrillator (AED), and other first aid training.
- (4) *Service Response.* The Service will dispatch rangers and emergency personnel. The Concessioner must call 911 for emergency service.

### **9) UTILITY RESPONSIBILITIES**

#### **A) Concessioner**

- (1) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service. The Concessioner must provide prompt payment for these services.
- (2) The Concessioner shall encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics. The Concessioner must participate in energy audits and incentives if offered by its power provider.

#### **B) Service**

- (1) The Service provides water to the Concession Facilities in accordance with [Director's Order #35B](#).
- (2) The Service determines the water rates in accordance with Service Policy and DO-35B, which requires utility rates charged to the Concessioner to reflect actual costs incurred by the Service. The Service reviews operating costs for utility systems and services annually and notifies the Concessioner in writing of the rates **90 days prior to implementation of any change**. The Concessioner is billed on a monthly basis for water.

### **10) PUBLIC RELATIONS**

#### **A) Required Notices**

The following notices will be prominently posted at all Concessioner cash registers and payment areas:

"This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for

conducting these operations in a satisfactory manner. Prices are approved by the National Park Service."

Please address comments to:

Superintendent  
Point Reyes National Seashore  
1 Bear Valley Road  
Point Reyes Station, CA 94956  
pore\_superintendent@nps.gov

"This is a facility operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

#### **B) Public Statements**

The Concessioner must refer all media inquiries concerning operations within the Area, questions about the Area, or inquiries concerning any incidents occurring within the Area to the Service. This includes all media interviews and draft press releases.

#### **C) Use of the National Park Service Authorized Concessioner Mark ("Mark")**

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

#### **D) Website, Social Media, Advertisements, and Promotional Material**

- (1) *Approval of Advertisements and Promotional Material.* The Concessioner must submit to the Service any new or updated promotional and public information material, including website information, for review and approval at least **30 days prior to projected use** or publication. Longer periods may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service in advance to establish specific timeframes for each project.
- (2) *Website, Social Media Postings, Comments, Photos, and Other Content.* All Concessioner websites and social media content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner, or the nearby communities does not require pre-approval by the Service. The Service may review social media content for appropriateness and accuracy. The Concessioner must monitor its social media pages on a regular basis and must remove any offensive, inappropriate, or inaccurate postings immediately upon discovery. The Concessioner must provide the layout and general content of its website and social media site(s) for Service approval at least **two weeks prior** to making the site accessible to the public.
- (3) *Material.* All advertisements and promotional material are recommended to be published on minimum 30% post-consumer material paper or tree-free products and double-sided. The use of soy-based ink is also recommended.
- (4) *Area Publications.* The Concessioner may distribute the Area brochures and Park maps to visitors.
- (5) *Statements*
  - (a) *Authorization.* Advertisements, promotional material, and social media sites must include the following Service-approved statement regarding providing services and facilities to the public within Point Reyes National Seashore: "(Company Name) is an authorized

Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within Point Reyes National Seashore."

(b) Equal Opportunity. The Concessioner must include an equal opportunity employer statement in any employment advertising in accordance with the Contract, Exhibit B (Nondiscrimination).

## 11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service's "Volunteers-In-Parks" ("VIP") program. Additional information regarding the program and how to participate is available on the [National Park Service public website](#).

## 12) REPORTING REQUIREMENTS

### A) Operational Reports

- (1) *Management and Employees Listing*. The local General Manager must provide the Service with a list identifying key concession management and supervisory personnel by department including job titles, and office and emergency phone numbers, **within 30 days of the Contract effective date**, and when any significant changes occur. Additionally, the Concessioner will submit to the Service, upon request, a list of the names and job titles of all employees, seasonal or full-time
- (2) *Incident Reports*. The Concessioner will immediately report the incidents listed below to an Area Ranger for the following:
  - (a) Any fatalities and any visitor-related accidents or incidents.
  - (b) Property damage estimated to be over \$500.
  - (c) Employee or visitor injuries requiring more than minor first aid treatment.
  - (d) Any fires.
  - (e) Any motor vehicle or boat accidents.
  - (f) Any incident that affects Area resources.
  - (g) Any known or suspected violations of the law.
- (3) *Human and Equine Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, whether involving employees or visitors, and equine illness to the Service. A suspected outbreak of human or equine illness is two or more reported cases with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions. This information must be reported to the Area's Chief Ranger.
- (4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by Federal, State, and local rules and regulations. At a minimum, all spills must be reported to the Park Dispatch. The Concessioner will also call the following numbers, as required:
  - (a) National Response Center: (800) 424-8802
  - (b) EPA, Region 9: (866) 372-9378 (toll free)
- (5) *Certificates of Insurance*. The Concessioner will provide annual updated statements and certificates of insurance **no later than 30 days** after the insurance(s) renewal date(s) and in accordance with the Contract.
- (6) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. The Service must approve these surveys in writing prior to use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days of receipt**.

### B) Operational Statistics by Service Type

The Concessioner must provide all operational statistics in a monthly report to the Service no later than the **15th day of the following month** and provide an annual summary report to the Service

due **no later than 30 days after the end of the calendar year**. The Concessioner must provide the following data in a concise electronic spreadsheet form.

- (1) *Guided Horseback Rides*
  - (a) Type of trip (i.e., 2-hour ride, 3-hour ride, pony ride, etc.), number of trips provided, number of riders, and average number of riders per trip.
  - (b) Revenue broken out by ride type
- (2) *Horse Camp*
  - (a) Number of paying guests and horses occupied per night.
  - (b) Total revenue and average revenue per night
- (3) *Other*
  - (a) Other Authorized Horse Services revenue and number of transactions per month.
  - (b) Vending revenue and number of transactions per month.
  - (c) Total number of permanent full time, part time, and/or seasonal employees.
  - (d) Employee housing number of beds available and number of beds occupied.

#### **C) Financial Reports**

In addition to the Annual Financial Report ("AFR") required by the Contract, the following financial reports are required from the Concessioner. These reports must be developed based on currently acceptable accounting practices. Each revenue-producing department (e.g. guided horseback rides, horse camp, etc.) must have a supporting schedule presenting revenues and cost of goods sold, labor, and departmental expenses. The report format must be agreed upon by the Superintendent at the inception of the Contract.

- (1) *Monthly Franchise Fee Report*. No later than the **15th of the following month**, the Concessioner must report on the franchise fee deposit for the preceding month, including, but not limited to, the total gross receipts by department, total franchise fees by department, and a copy of the electronic confirmation identifying the account and amount transferred.

#### **D) Other Reporting**

- (1) *Visitor Demographic Data*. The Service may request the Concessioner provide demographic data reports on a periodic basis to assist in understanding Area visitation and concession visitor needs. The Service will work with the Concessioner to define the appropriate data and frequency of reporting.

### **13) SUMMARY OF INITIAL AND RECURRING DUE DATES**

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

<b>Title</b>	<b>Frequency</b>	<b>Due Date(s)</b>
Advertisements & Promotional Material	As Necessary	At least 30 days prior to projected use
Annual Financial Report	Annual	Within 120 days after the Concessioner's fiscal year end
Annual Rate Change Requests	Annual	NLT October 15
Certificates of Insurance	Annual	Within 30 days after renewal or changes
Employee Handbook	Annual	Within 30 days after Contract effective date
Environmental Management Program	Initial, Annual	Within 60 days after Contract effective date; December 31
Exculpatory Agreements	Initial, Revisions	Within 60 days after Contract effective date

<b>Title</b>	<b>Frequency</b>	<b>Due Date(s)</b>
Fire & Life Safety Inspections	Initial, Annual	Within 30 days of initial occupancy; annually
Management/Employee Contact List	Annual	NLT May 1
Operational Reports	Annual, Monthly	NLT December 31 annually; NLT 15 <sup>th</sup> of the following month
Possession of Firearms Policy	Initial	Within 60 days after Contract effective date
Proposed Opening/Closing Dates	Annual	February 1 for upcoming season.
Remittance Report	Monthly	NLT 15 <sup>th</sup> of the following month
Risk Management Plan	Initial, Annual	Within 120 days after Contract effective date; December 31
Social Media Postings	As Necessary	At least two weeks prior
Survey/Visitor Response Data	As Necessary	Within 14 days after receipt
Visitor Satisfaction and Monitoring	Initial	Within 30 days after Contract effective date

**Appendix A: Minimum Requirements for Visitor Orientation – Horse Riding Operations**

Wranglers must introduce themselves, identify their company as the Concessioner authorized to conduct guided saddle horse rides within the Area, and welcome visitors on behalf of the Concessioner and the NPS. This brief introduction may highlight the scenic, geologic, historic, cultural, and wildlife resources that may be observed on the trip. The wrangler must brief all riders on proper and safe procedures, including, but not limited to, the following:

1. How and when to mount and dismount safely and properly.
2. How to control the horse (stop, turn, prevent the horse from feeding while on the trail, etc.).
3. How to pass messages to the wrangler.
4. That helmets are recommended and available.
5. Nature and/or demands of the trip, including:
  - a. Route
  - b. Timeframe
  - c. Gait of travel (walking, trotting, or both)
  - d. Hazards to be encountered
  - e. Restroom facilities
  - f. Water
  - g. Procedures for disposing of solid waste and recyclables
  - h. Procedures for removing/donning jackets/sweaters, rain slickers, etc.
  - i. Procedures for taking pictures
  - j. Proper articles of clothing to be taken along in the event of bad weather
  - k. Applicable Area policies related to wildlife interactions and environmental management
  - l. Leave No Trace principles
    - i. Wranglers must assist riders with securing carry-on articles, including outerwear
    - ii. Wranglers must instruct riders on what to do in the case of an emergency, such as panicky horses, bucking horses, runaway horses, etc.
6. How to approach a horse on the ground (at the neck) and advisement to not to ever stand behind a horse or directly in front of it (horse blind spots).
7. Applicable Area policies related to wildlife interactions and environmental management.