



Project title: Washington State Parks & Recreation Commission Commercial Use Permit/Temporary Vendor Permit & Application

City Council Agenda Item Cover Sheet

Council Bill # *interoffice use*

Agenda dates requested:
November 27, 2019

Briefing
Proposed action
Consent X
Action
Ordinance
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
Permit Application

Department(s) involved:
Parks, Legal, Admin

Contact person:
Kimberly Shelton

Phone number:
425.257.8305

Email:
kshelton@everettwa.gov

Initialed by:

Department head

Administration

Council President

Consideration:

Project: Permit required to continue trips to Washington State Parks

Partner/Supplier : Washington State Parks & Recreation Commission

Location: P.O. Box 42650, Olympia, WA 98504-2650

Preceding action: None

Fund: 101-5433030000410

Fiscal summary statement:

Expenditure required is \$350 annually. \$50 with permit application and additional fees per visit. Expense is offset by trip revenue collected.

Project summary statement:

A Commercial Use Permit/Temporary Vendor Permit & Application with the Washington State Parks & Recreation Commission will allow the Parks and Recreation Department to continue to provide recreation day-trips in Washington State Parks.

The Parks Department has operated under a Commercial Use Permit with the Washington State Parks & Recreation Commission since 2001. Until 2017, the terms and conditions did not include indemnification language and therefore the permit did not require Council action. The permit now includes indemnification language and therefore requires Council action.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Washington State Parks & Recreation Commission Commercial Use Permit/Temporary Vendor Permit & Application.



WASHINGTON STATE PARKS & RECREATION COMMISSION

Commercial Use Permit / Temporary Vendor Permit & Application

Office Use Only:

Permit No. _____

Annual Vendor

Vendor Dates: _____

A non-refundable \$50 permit fee and proof of insurance must accompany this application. Permit may take up to 30 days to process. Business activity cannot take place until approved CUP is returned by State Parks and received by applicant.

1. Business Information

Business Name City of Everett Parks	Doing Business As (DBA)	UBI or Business License Number (required)
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2. Contact Information

Contact Person/Title Euan Robertson, Recreation Supervisor	Field Contact (if different)		
Mailing Address 802 E Mukilteo Blvd	City Everett	State WA	Zip 98203
E-Mail Address erobertson@everettwa.gov	Business Telephone Number: 425.257.8396	Cell Phone Number: 425.512.4277	

3. Activities Depending on activity, additional terms and conditions may apply

Please list activities that will be conducted. Attach additional sheet for itineraries, trips, maps, etc. (example: bicycle tours with detailed itineraries). **Our department offers a variety of walks, hikes, cross country skiing snowshoe and bike trips throughout the region. All activities are day trips and spend two to six hours in parks.**

How many times per year will this activity take place? **Twelve** Average size group? **Twelve**

4. Parks Washington State Parks has the right to limit use or forbid certain activities from taking place at specific parks.

Please list parks where activity will take place: **Rasar, Rockport, Larrabee, Deception Pass, Lake Wenatchee, Lake Easton, Iron Horse.**

5. Temporary Vendors This section applies only to temporary vendors participating with a special event.

Dates of Event	Items for sale	Will alcoholic beverages be sold? Yes <input type="checkbox"/> No <input type="checkbox"/>
		If yes, additional terms will apply.

Permittee Acknowledgment: I attest that the information submitted on this form and any attachments are true, complete, and accurate to the best of my knowledge. By signing this form, the permittee, its agents and employees agree to conduct the authorized activities under this permit in accordance with the attached terms and conditions and any special terms that are incorporated upon the issuance of this permit. Any violation of the terms and conditions or false information presented may be grounds for revocation of this permit.

Signature of Permittee

Date

Office Use Only:

Approved Approved with Changes Additional Terms Denied

Accounting		
Date:	CJ# or CC#	Amount Paid:
End of Season:		

Signature of Authorized State Representative
P&R O-341 (11/2016)

Date of Issuance

Commercial Use Permit / Application

TERMS AND CONDITIONS

- 1. Term.** This permit is good for one calendar year or date shown on face of permit (box, upper right corner).
- 2. Fees – Annual Permit Holders.** For Profit Businesses: \$2 per person, per day, per park. Non-Profit Businesses: \$1 per person, per day, per park. Per person charge shall include staff and clients.
- 3. Fees – Temporary Vendors.** No per person charge shall apply. Other fees may be charged depending on type of vendor/event. Permit and fee are good only for dates shown on the face of this permit. A new application and permit fee is required for each event vendor will participate in.
- 4. End of Season Report.** Permittee shall document all usage on an End of Season Usage Report and submit to State Parks no later than one month after activities have ended for the season. An annual CUP will not be issued for subsequent years until State Parks receives the End of Season Usage Report and payment fees for prior years. This report is due whether you conducted activities in a state park or not. Temporary vendors are excluded from this term.
- 5. Business Transactions.** This permit does not authorize the permittee to solicit business, advertise, collect fees, or sell any goods or services on property owned or managed by State Parks. This includes, but not limited to: receiving or exchanging money or compensation by barter, cash, credit card, or other financial instrument; entering into any contracts or rental agreements; soliciting for signatures, waivers, or hold harmless agreements from business customers. The Permittee shall make no representation to the public that said Permittee is authorized to transact business on State Parks property by virtue of this Permit. Temporary vendors are excluded from this term.
- 6. Advertising.** The Permittee shall display no signs, banners, or other advertisements for the purpose of soliciting business on property owned or managed by Washington State Parks. Logos and signs painted or attached to vehicles are permissible, provided they are permanently affixed. The Permittee shall not distribute any brochures, flyers, or other promotional literature on property owned or managed by State Parks. Temporary vendors are excluded from this term.
- 7. Non-Exclusive Use.** This permit shall not be construed as limiting the rights of State Parks to issue similar permits for the same or similar activities in the area covered by this permit. The Permittee shall have no exclusive rights or privileges to use State Parks owned or managed property, including parking spaces, staging areas, trail areas, picnic and kitchen shelters, campsites, docks, piers, floats, watercraft launching or water areas. Furthermore, the Permittee shall have no exclusive rights or privileges to conduct the given activity on State Parks owned or managed areas.
- 8. Lawful Operations.** The permittee agrees to operate in accordance with all local, state, and federal laws and regulations. The issuance of this authorization does not alleviate the necessity of the permittee to obtain all required local, state, and federal licenses, tags, permits, registrations, and certifications that are applicable to the permittee's activities. Permittee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
- 9. Protection of Public Health, Safety, and Welfare.** The permittee shall exercise diligence in protecting the health, safety, and welfare of clients and the general public. Washington State Parks may require the permittee to submit copies of applicable industry standards and require the permittee to adhere to those standards.
- 10. Natural Hazards:** The permittee recognizes and understands that natural hazards are likely to exist within the area of his/her operation. The permittee agrees to take all reasonable precautions to make himself/herself aware of these hazards and to advise all clients of the hazards. The permittee is responsible for ensuring the safety of the clients under his/her supervision.
- 11. Protection of Lands, Facilities, and Resources.** The commercial activity shall not damage, destroy, or diminish state property, natural amenities, or facilities except for normal wear and tear. No natural vegetation shall be cut, pruned, cleared, or altered and no soil disturbed without prior approval of State Parks. State Parks reserves the right to observe and inspect the area affected by the commercial activity and take whatever action it deems necessary to protect natural resources and people on the state property.
- 12. Other Permits.** Permittee shall obtain and be in possession of all permits and licenses required for the permitted use including a copy of this approved Commercial Use Permit (or vehicle display CUP). Permittee and permittee's customers shall have a valid Discover Pass or day pass while parking on State Park owned or managed land. The permittee may also be required to obtain additional permits depending on the activity (Sno-Park Permit, Boat Launch Permit, photography permit).
- 13. Insurance.** ~~Permittee is required to have general liability insurance with coverage limits not less than \$1,000,000 (one million dollars). The liability insurance policy must also list Washington State Parks and Recreation Commission as the additional insured and provide State Parks with a copy of the insurance certificate. Insurance must be valid for the term of the commercial use permit.~~ *Will attach letter of self insurance*
- 14. Indemnity.** Permittee shall indemnify, hold harmless, and defend the State, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for or on account and any and all legal actions or claims of character whatsoever resulting from any actual or alleged claims, losses, or lawsuits directly or indirectly resulting from use of State Parks owned or managed land.

15. **Report of Damage.** The permittee shall be liable for the repair of any damages to lands, facilities, or resources resulting from the activities of the permittee, his/her agents, employees, or clients.
16. **Geographic Limit/Private Property.** This permit is applicable only for the use of the parks designated on the permit. This permit is not applicable to lands not owned or managed by Washington State Parks. Many state parks are bounded by private property and permission to use private property must be obtained in advance from the land owner. Use of private land without permission is trespassing.
17. **Report Abnormal Sightings.** The permittee agrees to notify park staff of any problems, abnormal conditions, or unusual conditions observed while operating on/over park lands.
18. **Revocation.** Any revocation of this permit may result in denial of future permits by the same permittee.

WAC 352-32-330 – Commercial Recreation Providers – PERMITS

- 1) Commercial Recreation Providers are required to register and possess a commercial recreation provider permit in order to engage in commercial recreation use of state parks. Registration for commercial recreation provider permits requires completion of application forms, providing proof of insurance and paying the appropriate fees.
- 2) Except as provided in WAC 352-32-310, any violation of this section is an infraction under chapter 8.84 RCW.

Instructions:

1. Fill out the front side of of the application form.
2. Sign and date the application.
3. Attach your insurance certificate and proof of non-profit status (if applicable).
4. Enclose a check for \$50.00
5. Send everything to:
Washington State Parks
Commercial Use Permits
P O Box 42650
Olympia, WA 98504-2650

APPROVED AS TO FORM ONLY:

OFFICE OF THE ATTORNEY GENERAL

By: Michael M. Young
Michael M. Young, AAG

11/14/16
Date