

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Washington State Parks &
Recreation Commission
Commercial Use
Permit/Temporary Vendor
Permit & Application for
recreation day trips in
Washington State parks

_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing

COUNCIL BILL # _____
Originating Department Parks
Contact Person Lori Cummings
Phone Number 425-257-8353
FOR AGENDA OF December 28, 2016

Initialed by:
Department Head
CAA
Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u> Agreement	<u>Department(s) Approval</u> Parks, Legal, Administration
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Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

City Council is requested to authorize the Mayor to sign a Commercial Use Permit/Temporary Vendor Permit & Application with the Washington State Parks & Recreation Commission. This agreement will allow the Parks and Recreation Department to continue to provide recreation day trips in Washington State parks. The agreement contains indemnification language.

The department has operated under a Commercial Use Permit with the Washington State Parks & Recreation Commission since 2001. Indemnification language was added to the 2017 application for the first time.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Washington State Parks & Recreation Commission Commercial Use Permit/Temporary Vendor Permit & Application for recreation day trips in Washington State parks.



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 Everett Parks and Recreation	Doing Business As (DBA)	UBI or Business License Number (required) 91-6001248	
2. Contact Information			
Contact Person/Title Jane Lewis, Recreation Supervisor		Field Contact (if different)	
Mailing Address 802 E Mukilteo Blvd	City Everett	State WA	Zip 98203
E-Mail Address jlewis@everettwa.gov	Business Telephone Number: 425-257-8369	Cell Phone Number: 425-879-2952	
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). Snowshoeing trips, XC skiing trips, Walking and Hiking, All are day trips and we will be on the property a total of 2-6 hours per trip, with approximately 8-11 people per trip.			
How many times per year will this activity take place? Approximately 6-10 times, total all trips combined.			
4. Parks Washington State Parks has the right to limit use or forbid certain activities from taking place at specific parks.			
Please list park(s) where activity will take place: Lake Wenatchee, Iron Horse, Deception Pass, Tiger Mountain, Dagualla, Federation Forest, Fort Ebey, Olallie, Wallace Falls, Camano, Cama Beach, Palouse Falls, Larravee, Ginko.			
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:	CI# 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; termination.** This permit is good for one calendar year or date shown on face of permit (box, upper right corner), unless terminated earlier as provided in this paragraph. This permit may be terminated at any time on written notice from State Parks to the Permittee in the event the Permittee violates any of these terms and conditions, or for any reason with thirty days written notice by either party. In the event of termination for violation of the terms and conditions of this permit, the Permittee shall forfeit any Permit fees, and may be denied issuance of future Permits at the discretion of State Parks. Granting and/or termination of this Permit by State Parks is a proprietary decision of State Parks in its management of public lands and real property interests, and does not constitute an "agency action" as defined in RCW 34.05.010.
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.** All temporary vendors shall only pay the permit fee. No per-person charge shall apply. 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 is 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 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 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 an 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.~~ *See attached Letter of Sel. Ins.*

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 park(s) designated on the permit. This permit is not applicable to lands not owned or managed by 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. **Governing Law, Venue.** This permit is governed by the laws of the state of Washington. Venue for any litigation arising out of or related to this permit shall be the Superior Court of Thurston County, Washington.
19. **Entire Agreement.** The permit, including these terms and conditions, is the entire agreement of the parties, and shall become final upon execution by State. It may not be modified except by mutual written agreement of the parties hereto or as otherwise provided herein.

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.

APPROVED AS TO FORM ONLY:

OFFICE OF THE ATTORNEY GENERAL

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

November 14, 2016
Date



**CITY ATTORNEY'S
OFFICE**

LETTER OF SELF-INSURANCE

For Period: 12/31/2015 – 12/31/2016 *

This is to inform you of the City of Everett's insurance program. The City of Everett maintains a comprehensive program of risk retention and insurance.

Based on discussion and direction from City Administration, the City has elected to self-insure its liability exposures. The City's self-insured retention for general, auto and professional liability is \$1,250,000, which is fully funded. Excess liability is purchased with limits of \$30,000,000 over the self-insured retention.

Please contact me at (425) 257-8702 if you have any questions relating to the City of Everett's insurance program.

Christine Muth-Schulz
Christine Muth-Schulz
Risk Manager

* A Letter of Self-Insurance will be forwarded in January, for 2017.