

NEVADA DIVISION OF STATE PARKS CHECKLIST FOR PERMITS

This is a checklist to correctly complete a permit packet. For questions, contact the Certified Agency Contract Manager at division.

EVENT NAME:

COVER MEMO	YES	NO	N/A
<u>To:</u> Regional Manager, Certified Agency Contract Manager, Administrative Services Officer, administrator or designee, Deputy Attorney General, Budget Analyst (where applicable).			
State the reason for the permit and summarize the event or commercial venture. Justification needs to be made if the event or venture is retroactive.			
CONTRACT SUMMARY (S.A.M. 0344.0) Use most current version of form from web site. This document must be able to stand alone as the Board of Examiners (B.O.E.) primarily reads this to approve contracts. Since this is a revenue type contract most of the form will be "Not Applicable" (N/A).	YES	NO	N/A
<u>Description of Contract</u> #1 Contract Number, leave blank. Agency Name is "State Parks." Agency Code is "704." Appropriation Unit is 4162/00 Is budget authority available? – Check Yes box. Vendor number is "N/A." NV Business License, insert the permittees state business license number. State all fiscal years this permit will cover. Funding Sources- check "other funding" and enter "Revenue Contract" at "100%."			
#2 Contract Start Date - either check the box for B.O.E. approval or enter the date the effective date. (Allow a minimum of 21 calendar days for processing.)			
#3 Make sure this date agrees with the permit date.			
#4 Type of Contract - check "Revenue Contract."			
#5 Purpose of Contract - describe the event or commercial venture.			
#6a Must give the <u>maximum</u> estimated amount of revenue expected.			
<u>Justification</u> #7 Explain why the permit is being allowed.			
#8 is N/A.			
#9 Check both answers as "no". #9a Enter "N/A." #9b Check "Exempt." #9c Enter "Revenue Contract" for the explanation. #9d Enter "N/A."			
#10 If "yes" is checked – must contact DOIT for approval			
<u>Other Information</u> #11 If "yes" is checked - must have further information completed, contact the contract manager. #12 If "yes" is checked - must have further information completed. Ask the permittee if they have done work for any State before and when.			
#13 If "yes" is checked – contact the contract manager.			
#14 Leave blank.			
#15 Should be yes, unless it is a DBA (Doing Business As).			
#16 If "no" is checked – must obtain prior to submitting this to the contract manager.			
#17 If "no" – do not proceed. The Permittee must be in good standing.			
#18 To be filled out by the preparer of the Contract Summary			
#19 To be signed by the Certified Contract Manager at division and the Agency Head (administrator or designee).			
SPECIAL/COMMERCIAL USE PERMIT (LICENSE) Use most current version of form from website.	YES	NO	N/A
<u>Introduction</u> Fill in the name of the permittee representative, name of organization and organization's address. Also indicate the particular facility, area or unit of a park and the park name. Provide a concise, but comprehensive description of the proposed permittee's program or activity.			
#1 Incorporated Documents			

Change this section to agree with what is in the permit packet. (i.e. add Attachment B: Ins. Certificates). Permits should have an Operation Plan, and General Liability Insurance Certificate attached and the Endorsement. <i>The permit application can serve as the operation plan.</i>			
#2a Terms and Conditions (<i>Allow a minimum of 21 calendar days for processing.</i>) Specify the time and dates the activity will begin and end, which will agree with #2 on the contract summary.			
#2b Infringement on Rights of Others Normally, permittee will be restricted to a specified area within a park.			
#2c Non-exclusive Authorization Permits are not exclusive and cannot restrict other identical or similar commercial ventures or events.			
#2d Permit Limitations This section includes general clauses that provide the required limitations for use in the park.			
#4 Obligations and Responsibilities of Permittee Specify the fees to be paid by the permittee, which will agree with #6 of the contract summary. The fees will be determined through negotiation. Criteria may include the degree of involvement required by park staff, size of the event, length of the activity, number of participants, degree of hazard involved, safety or emergency preparedness requirements, custodial requirements, park equipment needs, utility requirements, etc. This section should be modified to accommodate fees based on a percentage of gross receipts. For example: percentage of ticket sales, food, and beverage concession. Damages: The intent is to clarify responsibilities for damages, which might occur as a result of the permittee's activities. It also provides the ability to require a performance bond to cover potential liabilities if appropriate for the commercial use. Cost Recovery: This section clarifies that park staff will not subsidize operations and the permittee can be billed for costs incurred from the event or commercial operation. If park staff is required to expend significant time or other costs, the permittee should be responsible. The intent is for occurrences such as search and rescue due to not tracking tour or guide participants, negligent actions that must be corrected by park staff, traffic control, or other similar associated costs.			
#5 Insurance Requirements Risk Management recommends a minimum coverage of ONE MILLION dollars (\$1,000,000) for permittee's routine activities, which have no extraordinary inherent risks. In situations involving higher risk, such as programs involving firearms, fireworks, or other explosives, high speed activities or the serving of alcoholic beverages, etc., the coverage provided the State should be increased. Contact Risk Management directly for advice on the amount. The indemnification clause requires the permittee to endorse their policy with the name of the State and the division. The amount will be entered on the form.			
#5a General Requirements The Additional Insured Endorsement <u>must</u> have this language: "The State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents is named via endorsement as an additional insured under the terms of this policy."			
#5c Indemnification Required clause and cannot be removed.			
#5d1 Permittee's Use of Premises <u>Required Operations Plan</u> Permittee will develop an operation plan for any program(s). This will assure the park has a full understanding of the scope of the activity. #5d2 Compliance with State Laws and Regulations Required clause. #5d3 Sanitation: Provision may or may not be required. The clause may be modified to suit a particular situation. Ideally, the clause should be included as is, with any situational procedures spelled out in the operations plan.			
#5e Promotional Materials This clause is required to prevent the advertising or promotion of the operation within the park. It may be modified to limit the advanced approval by parks for external advertising.			
#5f Complaints This clause is in order to standardize procedures and may be modified to suit the situation.			
#5g Lost and Found This clause is required in order to standardize procedures and may be modified to suit the situation.			

SPECIAL/COMMERCIAL USE PERMIT (LICENSE) (con't)	YES	NO	N/A
#5h Annual Use Report This clause is not required, but is recommended in order to establish administrative records of the use levels within parks.			
#6 Other Requirements Add any other specific requirements that should, in the opinion of the park supervisor, be imposed on the Permittee. Examples include providing security guards or other personnel, personnel uniform or identification requirements, accounting for the number of participants, special equipment to be supplied, restrictions on items that may be sold or restrictions on the types of beverage containers distributed.			
#7 Staff Obligations and Responsibilities #7a Staff The first sentence of this paragraph is mandatory. The park can add language regarding the anticipated total number of additional staff that may be required.			
#7b Security Provided by State Clarifies security authority.			
#7c State Parks Right of Ingress and Egress Clarifies the State's right to enter an area designated for the event or venture.			
#7d Other Parks Responsibilities Add any other responsibility the park supervisor determines desirable and feasible and that he/she is willing to assume. In general, additional services for operations are not provided, but there may be special conditions for improving the provision of public services.			
#8 Representatives of Respective Parties #8a Permittee Representatives It is necessary to identify an on-site representative.			
#8b State Representative Usually this will be the Park Supervisor. (If not, type the correct representative.)			
#9 Assignments Mandatory clause.			
#10 Choice of Law Mandatory clause.			
#11 Modifications of Permit Mandatory clause.			
#12 Permit Understanding Mandatory clause.			
#13 Required Signatures Mandatory clause. Signatures of Permittee representative(s), park supervisor, regional manager, administrator or designee, Administrative Services Officer, and the Deputy Attorney General are all required. The signature of the Board of Examiners is only required if the permit will bring in more than \$1,999.00 in funds.			
PERMIT PACKET- Order of Paperwork:	YES	NO	N/A
1. Cover Memo - Letterhead is to be used. 2. Contract Summary – Proofread, as this is the only portion of the contract the B.O.E. reviews for approval. 3. Permit – Must have the 3 pages of original signatures pages. <i>(Use most current form from the web site.</i> 4. Attachments – Operation Plan, licenses, brochure or flyers of the event or venture, etc. 5. Insurance Certificates - Make sure the proper <u>endorsement</u> page is included with the certificate. 6. <i>Attach the Affidavit of Rejection of Coverage for Workers Compensation, if applicable.</i>			

Park Supervisor – Signature

Date

Regional Manager – Signature

Date