



# United States Department of the Interior

NATIONAL PARK SERVICE  
Lake Chelan National Recreation Area  
Ross Lake National Recreation Area  
North Cascades National Park  
810 State Route 20  
Sedro Woolley, WA 98284

IN REPLY REFER TO:  
5.B.

October 1, 2019

Backcountry Travels, LLC  
PO Box 308  
Stehekin, Washington 98852

Dear Mr. Courtney:

A one year, Commercial Use Authorization has been issued to you for use of the Stehekin Landing dock facility and promenade (excluding use of the Stehekin Marina dock system) for docking and unloading and loading passengers for commercial transportation or charter services for 2020 (PWR-NOCA-CUA-5300-670); copies of this permit are included with this letter.

NPS staff will be evaluating the impacts of this new service on visitor use at the landing and any resulting congestion or additional management that might be needed. The park expects any modifications to the conditions for boat transportation and charter services, as a result of the evaluation, to be ready for implementation and inclusion on permits issued for the 2021 season. The park will strive to notify you of any specific changes by the fall of 2020, to inform your planning for the next year.

Please sign the enclosed CUA permit, make a copy, and retain one complete copy for your records. Return the original completed permit to Concessions Specialist, Annelise Lesmeister at National Park Service, PO Box 3346, Wenatchee, WA 98807.

The 2020 annual fees for the permit are now due in the amount of \$250 for the permit. Payment can be made by check or money order and issued to "DOI-NPS" and returned with your signed permit. Electronic payment is also available through <http://www.pay.gov>. Search for North Cascades National Park and continue to the form for Commercial Use Authorization Fees. Follow directions as noted.

If you have questions or concerns, please contact Annelise Lesmeister at 360-599-0272 or via email at [Annelise\\_lesmeister@nps.gov](mailto:Annelise_lesmeister@nps.gov).

Sincerely,

Karen F. Taylor Goodrich  
Superintendent

Enclosures (1)

UNITED STATES DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

**OFFICIAL RECEIPT**  
**Retain for your records**

No. 9470-W-004

Date February 3, 2020

Office/Region North Cascades National Park

Payer Address:

Backcountry Travels, LLC  
P.O. Box 308  
Stehekin, Washington 98852

DESCRIPTION	QUANTITY	UNIT PRICE		AMOUNT
		COST	PER	
CUA Permit Fee PWR-NOCA-CUA-5300-670 Use of Stehekin Landing dock and promenade				\$6,387.50
<b>TOTAL AMOUNT RECEIVED</b>				<b>\$6,387.50</b>

ACCOUNTING INFORMATION \$6,387.50

9472-319 - \$6,387.50

XXXP1036C4 PPPWNOCA00 PROCXCXC4.XZ0000

Date 2-3-20 Signature *Lammie Steeling* Title *Conc Management Asst.*

*If tender received is other than cash or United States postal money order, this receipt shall not become an acquaintance until such tender has been cleared and the amount received by the Department or Office/Region indicated above.*

COPY

Form 10-115  
Rev. September 2013

UNITED STATES DEPARTMENT OF THE INTERIOR  
North Cascades National Park  
Ross Lake National Recreation Area  
Lake Chelan National Recreation Area

COMMERCIAL USE AUTHORIZATION  
UNDER THE AUTHORITY OF P.L. 105-391 Section 418, (16 USC 5966)

1. **Authorized Activity:**  
Commercial Boat Transportation or Charter  
Services

**Permit Number:** PWR-NOCA-CUA-5300-670  
Park Alpha-Number

**Auth Date/Time:** 10/1/2019

2. **Authorization Holder Information:**

**Expiration Date/Time:** 9/30/2020

**Business Name**

Backcountry Travels, LLC.

**Name of Area:**

Lake Chelan National Recreation Area

**Contact Name**

Colter Courtney

**Address**

PO Box 308  
Stehekin, WA 98852

**Phone:**

509-931-1603 – Day  
509-679-4034 – Evening

**Email:**

[Colter@backcountrytravels.com](mailto:Colter@backcountrytravels.com)

3. The holder is hereby authorized to use the following described land or facilities in the above named area:

*Federally owned and/or controlled docks, lands, waters and marine facilities designated by the Superintendent to be used for commercial boat transportation and/or charter services within Lake Chelan National Recreation Areas.*

4. **SUMMARY OF AUTHORIZED ACTIVITY:** (see attached sheets for additional information and conditions)

*Permittee is authorized to use the Stehekin Landing Ferry Dock and Promenade (excluding use of the Stehekin Marina dock system) for docking and unloading and loading passengers for commercial transportation or charter services.*

**Out- of- Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit

business, collect fees, or sell any goods or services within the boundaries of the park area.

**In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area.

5. NEPA/NHPA COMPLIANCE

Categorical Exclusion    EA/FONSI    EIS    Other Approved Plans  
PEPC NUMBER \_\_\_\_\_

6. COST RECOVERY (REQUIRED)

Application Fee:    Required   Amount: See page #9   Received \_\_\_\_\_  
Administrative Fee:    Required    Not Required   Amount See page #10  
Monitoring Fee:    Required    Not Required   Amount See page #10  
Other Fee    Required    Not Required   Amount See page #10  
(Facility Use Fee, Gate Access or Other)

INSURANCE

Liability    Required    Not Required   Coverage Amount (min):  
Auto    Required    Not Required   Coverage Amount  
Boat    Required    Not Required   Coverage Amount  
Airplane    Required    Not Required   Coverage Amount

**ISSUANCE of this authorization is subject to the conditions below.** The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

7. SIGNATURES

Authorization:   *Colter Courtney*   Managing member   11-21-19  
Signature   Title   Date  
Authorizing NPS Official:   *Karen Maye Doss*   Supt.   10/1/19  
Signature   Title   Date  
Authorizing NPS Official:   \_\_\_\_\_   \_\_\_\_\_   \_\_\_\_\_  
(additional if required<sup>1</sup>)   Signature   Title   Date

<sup>1</sup> NPS Regional Director signature is required if Gross Receipts are expected to exceed \$100,000

# CONDITIONS OF THIS AUTHORIZATION

References in this document to "holder" shall mean the entity submitting the permit application and to whom, through this authorization, is granted the legal authorization to provide specific commercial services within the boundaries of North Cascades National Park Service Complex. Reference to "Superintendent" shall mean the Service Official executing this authorization and the term shall include his/her duly authorized representatives. Reference to "Service" herein shall mean the National Park Service, and "park" or "park complex" shall mean the North Cascades National Park Service Complex which includes North Cascades National Park, Ross Lake National Recreation Area, and Lake Chelan National Recreation Area.

**The following types of conditions, if checked, apply to the issuance of this authorization.** A description of the activities to which the checked conditions apply is included within each activity-specific group of conditions. It is assumed that if the type of condition is not checked for this authorization, that the activities described within that special condition are not authorized under the scope of this authorization.

<input checked="" type="checkbox"/> <u>NPS – Service-Wide Conditions</u> .....	3
<input checked="" type="checkbox"/> <u>North Cascades National Park Service Complex – Special Park Conditions</u> .....	5
<input checked="" type="checkbox"/> <u>Park Conditions for Air Tours/Transportation</u> .....	6

## NPS – SERVICE-WIDE CONDITIONS

These conditions apply to all commercial use authorizations in North Cascades National Park, Ross Lake National Recreation Area, and Lake Chelan National Recreation Area regardless of activity.

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a)(3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all

liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

4. The holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization.
  - a. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$500,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.
  - b. The policy shall be underwritten by a United States company naming the United States of America National Park Service, North Cascades National Park, 810 State Route 20, Sedro-Woolley, Washington 98284 as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
  - c. The holder agrees to comply with any revised insurance limits the Superintendent may require during the term of this authorization.
  - d. If transporting clients, the holder shall also obtain automobile liability insurance to cover all owned, non-owned, and hired vehicles.
  - e. The holder shall submit documentation of current Washington State vehicular licensing and insurance coverage for each vehicle used if the holder is transporting clients within North Cascades National Park Service Complex boundaries.
  - f. The holder shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this authorization and annually thereafter, and shall provide the Superintendent thirty (30) days' advance written notice of any material change in the holder's insurance program hereunder.
5. **Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.**
6. Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.

8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.
11. The holder is to provide the park area superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
13. Executive Order 13658 – Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

## NORTH CASCADES NATIONAL PARK SERVICE COMPLEX – SPECIAL PARK CONDITIONS

These conditions apply to all commercial use authorizations in North Cascades National Park, Ross Lake National Recreation Area, and Lake Chelan National Recreation Area regardless of activity.

14. The holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the holder is authorized to make of the land described in this authorization.
15. During the performance of this authorization, the holder agrees that it will not discriminate against any person because of race, color, religion, sex or national origin. The holder will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
16. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the

purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligations for the further expenditure of money in excess of such appropriations or allocations.

17. This authorization shall not be construed as limiting the obligation of the Superintendent to issue similar authorizations at the request of all other persons seeking to conduct the same or similar activities in the area.
18. The commercial services authorized under this permit are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
  - a. The rates of the holder will not be subject to approval by the National Park Service. Specific laws and regulations guiding visitor use in North Cascades National Park Service Complex are outlined in the Superintendent's Compendium, which is periodically updated.
  - b. The holder is responsible for knowing and complying with the most current form of these regulations which can be found on the park complex's website at <http://www.nps.gov/noca/parkmgmt/lawsandpolicies.htm>.
19. It is the holder's responsibility to obtain prior approval from landowners and/or other county, state or federal agencies for access to or across lands adjacent to the park complex.
20. The authorization shall be finalized prior to initiation of the scheduled activity. Holder shall ensure that each of their employees understands, the conditions and stipulations for operating in the park, as outlined in the permit.
21. The holder is subject to field monitoring inspections to ensure compliance with all authorization conditions. Monitoring reports may cover the following areas: understanding of wilderness values and designation; Leave No Trace; safety; and park regulations. The holder is responsible for ensuring that both the guide and the clients can demonstrate understanding of these topics, with the goal that clients returning to the park or similar area on their own should have a basic knowledge of the resources and stewardship of wilderness areas.
22. Accidents involving personal injury, motor vehicle accidents, or threatening incidents involving wildlife must be reported as soon as possible to the nearest ranger station, which will ensure the proper individuals and Superintendent are notified. [36 CFR 2.33, 4.4]
23. The holder may be responsible for reimbursing the park complex for the costs of any search and rescue efforts of evacuation of sick or injured members of the holder's group.

## PARK CONDITIONS FOR BOAT TRANSPORTATION AND CHARTER SERVICES

This permit authorizes only the commercial use of the federally owned and/or controlled docks, waters, and marine facilities on Lake Chelan in Lake Chelan National Recreation Area for commercial boat transportation and charter services to and from Stehekin Landing.



1. The holder must submit to the Superintendent, a list of Captains and vessels used in the commercial transportation or charter service, including boat licenses, registration and applicable Captains licensing documentation/certifications for those individuals operating the vessel. Any changes (additions or deletions) to this list must be submitted to the Superintendent when the changes occur.
2. In addition to the Insurance requirements indicated in Service Wide Conditions #4 above, the permittee shall carry the minimum coverage for *Protection & Indemnity (P&I) Vessel Insurance* for holders authorized to transport passengers aboard or use a motor vessel in the park. P&I is required to cover claims for bodily injury, death, and property damage arising from the use of the vessel.
  - a. The Permittee should secure at a minimum, a \$500K per occurrence P&I vessel policy. P&I vessel insurance covers passengers only while onboard the vessel. When passengers step ashore, they are not covered by the P&I vessel policy. The Permittee must obtain shore excursion coverage or commercial general liability insurance to cover additionally authorized services.
3. The holder must meet state standards for handling fuel, including a spill response plan and proof of certification for equipment and staff.
4. The holder must meet state standards for handling sewage, including a spill response plan, and proof of certification for equipment and staff.
5. Approved Facilities. The approved schedule and use of the Stehekin Landing Ferry Dock and Promenade facilities for this permittee (Backcountry Travels, LLC) are as follows:

Landing in Stehekin:

Daily (yr. round)	Leave Stehekin	10:40a
	Arrive Stehekin	2:45p
No Service	Christmas and Thanksgiving days	
Maintenance	Up to 10 days per year, to be scheduled in advance and provided to the public in advance of "out-of-service" days.	

6. The dates and times indicated above are based on the current operating schedule. These docking times may be amended as passenger boat services and/or schedules change. During these times, no other private or commercial vessels will be allowed to dock or moor in the designated area.
7. The National Park Service reserves the right to regulate and modify the existing facilities and to substitute other facilities of their choice.
8. This permit authorizes overnight moorage of one vessel at the Stehekin Landing Dock facility alongside the Promenade (excluding use of the Stehekin Marina dock system) provided the vessel is out of the area between 10:40a and 2:30 pm daily. Exception may be made for emergency purposes or on a case-by-case basis. Special Requests for overnight moorage shall be submitted in writing to the Superintendent. The holder must receive written approval from the Superintendent for Special Request overnight moorage prior to use.

9. Temporary moorage or docking of boat transportation/charter vessels shall NOT interfere with boat moorage or other holders using the docks for similar activities in serving the needs of the public.
10. Any maintenance issues or proposed improvements or modifications to facilities and/or grounds that are not considered routine maintenance and involve construction of any kind must be submitted in writing to the Superintendent prior to project or work implementation.
  - a. This permit does not obligate the NPS to provide funding, labor, or materials for projects proposed by the permittee;
  - b. The Superintendent will consider project proposals on a case-by-case basis. The NPS and Permittee will discuss scope of project and cost estimates for completion of proposed work; financial responsibilities will be negotiated and agreed upon between NPS and Permittee prior to project implementation.
11. To prevent the spread of Zebra Mussels, Quagga Mussels, and New Zealand Mud Snails, all watercraft that have been used outside of Washington and/or on any lake found to contain these species must be thoroughly cleaned, drained, rinsed, and allowed to completely dry for at least 5 days prior to landing on waters in the park complex. At a minimum, the holder must remove all dirt, plant and animal material, and grit from the vessel, and the holder must drain and dry all standing water on the craft.
  - a. The holder should note that as infestations of these species spread, new lakes in Washington State may be impacted. For an updated list of waters that have been found to contain these species in the State of Washington, the holder is encouraged to contact the park's aquatic ecologist at 360-854-7317.
  - b. Resources for decontamination techniques include the Washington Department of Fish and Wildlife Invasive Species Management Protocol (<http://wdfw.wa.gov/publications/01490/wdfw01490.pdf>).
  - c. For more information on these species and their effect on the state's economy and environment, please visit the Washington Department of Fish and Wildlife Aquatic Species website at <http://wdfw.wa.gov/ais/>.
12. **Reports:** Within sixty (60) days after the end of each calendar year, the holder shall submit the annual Department of Interior Business Permit Survey summarizing the holder's total in-park visitor use for the year and including gross revenues. For the purpose of this report, gross revenues are defined as:

*The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the permit. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the permit. Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this permit.*

13. **Permit Specific Definition for "Out-of-Park" CUA.** For the purpose of this permit, PWR-NOCA-CUA- 5300-670, the Service has determined that the definition of "Out-of-Park" CUA shall be defined as:

Commercial services described above, which originate and terminate in the park, but the majority of the service is provided outside the boundaries of the park area. For the purposes of this permit, the \$25,000 cap does not apply. (see Public Law 105 1998 Concessions Improvement Law).

**APPENDIX A  
Commercial Use Authorization  
FEE CALCULATION FORM**

**Date:** 7/31/2019

**Permittee:** Backcountry Travels, LLC  
Colter Courtney

**Address:** PO Box 308, Ste3hekin, WA 98852

**Location:** Lake Chelan National Recreation Area

**Purpose/Use:** Boat Transportation and/or Charter Services – docking, unloading/loading passengers, and moorage within Lake Chelan National Recreation Area

**Permit Fees:**

**ANNUAL FEES:**

	<u><b>2020</b></u>
Application Fee:	\$ 100.00
Monitoring:	\$ 50.00
Administration:	\$ 100.00
Facility Use Fee:	\$6387.50
*Other Cost Recovery:	<u>TBD</u>
<b>Total:</b>	

\*Additional Cost recovery fees may be assessed after year 1. A fee analysis will be completed during 2020 to review costs associated with maintenance and care of the Ferry Dock facilities. These could be applied in 2021. Permittee will be notified at 30-90 days in advance of any changes to the fee structure for this permit.

**APPENDIX B**

**Stehekin Marina approved Boat Transportation/Charter Services Docking Location**

Note: The Permittee is authorized to utilize the area designated below as “Stehekin Landing Ferry Dock” for the purposes of unloading and loading passengers according to the established transportation schedule identified under condition #5 of Boat Transportation and Charter Service conditions. In addition, the Permittee is authorized to moor one vessel at the Stehekin Landing Dock facility alongside the Promenade (excluding use of the Stehekin Marina dock system) provided the vessel is out of the area between 10:40a and 2:30 pm daily.

