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| <input type="checkbox"/> IDAPA RULE | <input type="checkbox"/> IDAPA FEE | <input checked="" type="checkbox"/> BOARD ACTION REQUIRED |
| <input type="checkbox"/> BOARD POLICY | <input type="checkbox"/> INFO ONLY, NO ACTION REQUIRED | |

AGENDA ITEM
Idaho Park and Recreation Special Meeting
March 26, 2025
Boise, ID 83716

AGENDA ITEM: Development and Management (D&M) Plan with
Idaho Department of Lands
Round Lake State Park Sagle, Idaho

ACTION REQUIRED: Approval of D&M Plan and Authorize Director to Sign

PRESENTER: Adam R. Zaragoza
Management Services Administrator

BACKGROUND INFORMATION:

The Idaho Department of Parks and Recreation (IDPR), and the Idaho Department of Lands (IDL) executed a statewide agreement for recreational opportunities on endowment land. This agreement was signed in Fall 2024, generally agreeing to terms and conditions and the agencies would work towards Development and Management (D&M) plans for specific projects. This agenda item is the first project at Round Lake State Park where a D&M plan is ready for signature.

With assistance from the Attorney General's office, our Regional Manager and Park Manager, the key highlights of this specific agreement are as follows:

- Funding was appropriated by the State Legislature and the Outdoor Recreation Fund Advisory Council (ORFAC), Governor Little, and the IDPR Board.
- IDPR will build two overnight cabin facilities on endowment land.
- IDPR will act within our delegated public works authority to build the facilities.
- IDPR will provide IDL with all copies of construction plans and permits.
- IDL will assign a Recreational Advisor to be part of the project team.
- IDPR will add the facilities to our reservation system (anticipated 2027 recreational season).
- IDL will annually assign a Fee to be added onto IDPR's base rental rate.
- IDPR will manage the facilities as part of our recreation portfolio.

IDPR staff has estimated an annual operating expense of \$50,000 with projected revenue that will offset the ongoing operations. It is anticipated an additional \$50,000 in operations will be requested as part of the FY2027 budget.

If the Director is given authorization to sign the agreement, then staff will forward the agreement to IDL to be presented at the April Land Board meeting.

STAFF RECOMMENDATIONS:

Proposed Motion: The Board authorizes the Director to sign the Plan with the Idaho Department of Lands, for. development and management of endowment land recreation facilities at Round Lake State Park.

Attachment:

- A. *Development and Management Plan at Round Lake State Park*
- B. *Statewide Agreement between IDPR and IDL*

ATTACHMENT A

**DEVELOPMENT AND MANAGEMENT PLAN
BETWEEN IDAHO DEPARTMENT OF LANDS
AND IDAHO DEPARTMENT OF PARKS AND RECREATION
FOR THE DEVELOPMENT AND MANAGEMENT OF
ENDOWMENT LAND RECREATION FACILITIES
AS A SUBUNIT OF ROUND LAKE STATE PARK**

THIS DEVELOPMENT AND MANAGEMENT PLAN (“**D&M Plan**”) is dated and effective as of the last signature of the Parties (“**Effective Date**”), and is made by and between the IDAHO DEPARTMENT OF LANDS, an executive department of the State of Idaho and the administrative agency for the STATE BOARD OF LAND COMMISSIONERS, whose mailing address is 300 N 6th Street, Suite 103, Boise, Idaho 83702 (collectively “**IDL**”) and the IDAHO DEPARTMENT OF PARKS AND RECREATION, an executive department of the State of Idaho and the administrative agency for the IDAHO PARK AND RECREATION BOARD, whose mailing address is PO Box 83720, Boise, Idaho 83720-0065 (collectively “**IDPR**”). IDL and IDPR may be referred to in the singular as “**a Party**” or collectively as “**the Parties**”. The terms “**including**” and “**include**” mean including, but not limited to.

RECITALS

WHEREAS, Idaho Code § 67-2332 provides authority to Idaho public agencies to contract to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized, itself, to perform;

WHEREAS, on October 29, 2024, the Parties entered into the MEMORANDUM OF AGREEMENT BETWEEN IDAHO DEPARTMENT OF PARKS AND RECREATION AND IDL FOR ENDOWMENT LANDS RECREATION DEVELOPMENT AND MANAGEMENT (“**MOA**”), whereby they established mutually agreeable roles and procedures for the Parties to utilize during the development and management of monetized recreation opportunity projects on endowment lands throughout Idaho, including the execution of this D&M Plan;

WHEREAS, the MOA is incorporated herein, in its entirety, by this reference, and is intended to compliment this D&M Plan, with this D&M Plan being the controlling contract;

WHEREAS, the Parties intend for IDPR to enter into contracts for the benefit of IDL, to fulfill IDPR’s duties to design and develop all structures, infrastructure, and access for the specified managed recreation opportunity on endowment lands (“**Project**”), which will then be owned by the State of Idaho, State Board of Land Commissioners and managed by IDPR as a subunit of Round Lake State Park pursuant to this D&M Plan;

WHEREAS, IDL and IDPR intend to set forth in this D&M Plan their respective rights and responsibilities with respect to the planning, design, development, and management of the managed recreation opportunity project describe herein; and

WHEREAS, grant funding for the Project has been appropriated through the Outdoor Recreation Fund Advisory Council a.k.a ORFAC, as established by Governor Little's Executive Order 2023-03, and awarded by the Idaho Park and Recreation Board.

NOW, THEREFORE, in consideration of the Recitals which are intended to be contractual in nature and part of this contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, as follows:

A. OWNERSHIP AND APPROPRIATENESS FOR MANAGED RECREATION ON ENDOWMENT LAND.

The State of Idaho, State Board of Land Commissioners, is the owner and trustee of the endowment land described in Exhibit A to this D&M Plan ("**Project Location**") and has a constitutional obligation to manage this endowment land for its protection while generating a maximum long-term financial return from the land. Exhibit A is incorporated herein by this reference. IDL has identified the Project Location as being an suitable location for the development of a managed recreational opportunity project as a way to generate revenue for the endowment beneficiary, protect the endowment land asset, and promote public recreational values. IDPR has also identified the Project Location as being compatible with Round Lake State Park's existing public recreation operations and activities.

B. DEVELOPMENT OF MANAGED RECREATION OPPORTUNITY PROJECT AT THE PROJECT LOCATION.

1. Authority of IDPR to Act for IDL.

a. IDL hereby authorizes IDPR to act as its representative and agent, and agrees to be bound by all acts, authorizations, representations, and decisions of IDPR to design and develop the Project.

b. IDPR, in its delegated capacity pursuant to Idaho Code § 67-5711, will act in compliance with applicable Idaho Department of Administration public works construction statutes and rules. IDPR will fully and faithfully discharge its obligations and responsibilities and will devote sufficient time and attention to ensure

the full, prompt, and professional discharge of its duties under this D&M Plan. As such, IDPR will typically utilize its contract templates as the authorized contracts under this D&M Plan.

c. IDPR accepts the authorization to act for and on behalf of IDL in all aspects pertaining to necessary predevelopment requirements, site plans, permitting, development, design, and construction services of the Project. In this capacity, IDPR will enter into all necessary contracts on behalf of IDL (each a **“Professional Services Contract”** collectively **“the Professional Services Contracts”**).

d. IDL is intended to be the third-party beneficiary of each Professional Services Contract, and as such and in coordination with IDPR, will have the right to enforce the terms of any Professional Services Contract as the benefitted third party.

2. **Objectives for Development of the Project.** IDPR will administer the design and construction of the Project at the Project Location consistent with the Outdoor Recreation Fund Application considered by ORFAC, attached and incorporated herein by reference as Exhibit B, which will be substantially completed in every material aspect, including as follows:

- a. Two “dry” overnight “treehouse” cabin facilities.
- b. Each cabin will have electricity including electric heat. Utility lines will be installed underground.
- c. At least one vault toilet will be constructed for use related to the cabins.
- d. Each cabin may be provided potable water, either by developing a well, or, from the installed water tanks or other means if determined fire suppression is required at each cabin.
- e. Non-motorized access to each cabin via the existing Stewardship Trail. Vehicle parking at the Round Lake State Park parking lot. As needed, alteration including widening or smoothing of the Stewardship Trail from the parking lot to the cabins.

3. IDL Development Responsibilities.

a. IDL’s designated project manager for the Project is **[Full Name, Job Title, Phone Number, Email]** (**“IDL Recreation Advisor”**). The IDL Recreation

Advisor will be IDL's authorized representative under this D&M Plan, and will do the following:

- i. Represent IDL in all public forums regarding this managed recreation opportunity at the Project Location.
- ii. Coordinate and consult with IDPR during all phases of this D&M Plan.
- iii. Provide clear, written cost, development, and management objectives to IDPR for the Project.
- iv. Attend all meetings related to the advertising, planning, design, and construction of the Project. Within seven (7) calendar days of receipt from IDPR, review and approve in writing the Construction Plans as defined in paragraph B.4.c.
- v. Review all proposals, designs, construction meeting minutes, Project costs, and other development related documents for the Project; timely identify if and what clarification is needed; and work collaboratively with IDPR to decide necessary changes.
- vi. Represent IDL's interest in the annual Management Plan review under Section D of this D&M Plan.

4. **IDPR Development Responsibilities.**

a. **Inclusion of IDL Recreation Advisor.** IDPR will include the IDL Recreation Advisor in all scheduled meetings for every aspect of the Project's development.

b. **Copy of Professional Services Contracts.** IDPR will provide the IDL Recreation Advisor a copy of each Professional Services Contract following the final signature.

c. **Final Design and Approvals.** IDPR will secure the completion of the final plans (the "**Construction Plans**") for all parts of the Project, which will include detailed plans and specifications suitable for construction.

d. **IDPR Administration of Development.** IDPR will provide qualified personnel to perform all services in the administration of the Professional Services Contracts and in the inspection and acceptance of work and services through the design and development of the Project.

5. Project Development Costs and Completion Schedule.

a. The total anticipated development cost under this D&M Plan is Eight Hundred and Fifty Thousand dollars (\$850,000.00) and includes all costs relating to IDPR's solicitation, advertising, and administration of each Professional Services Contract.

b. ORFAC grant money in an amount sufficient to pay all anticipated development costs has been awarded for this Project and is held by IDPR in an appropriated project fund. All efforts will be made to ensure that Project costs do not exceed the amount of ORFAC grant money awarded for the Project. In the event final development costs are more than the grant money awarded, IDL affirms it will be solely responsible for payment of all additional costs.

c. IDPR will establish a design and construction schedule of the Project that establishes timelines of development and provide it to the IDL Recreation Advisor.

d. IDPR will prepare a written cost estimate for the Project and provide it to the IDL Recreation Advisor. IDPR will timely pay all costs from the project fund.

6. Construction Progress Certifications. Upon request, IDPR will furnish to the IDL Recreation Advisor certifications signed by the design professional or general contractor, as applicable. Such certifications will be in accordance with the certificates required by and pursuant to the Professional Services Contract, and subject to the rights and obligations of the design professional, general contractor, and IDPR thereunder. The certification will state that the amount applied for fairly represents the value of work then performed, and will further state that:

a. The work represented thereby has reached the stated percentage or degree of completion; and

b. To the best of IDPR's knowledge and information, all work performed substantially complies with the applicable Professional Services Contract, the Construction Plans, and this D&M Plan, or if any work does not substantially comply, the certification must include a report specifying in reasonable detail all areas and aspects in which the work does not conform.

7. Conveyance of Construction Plans and Project to IDL. IDPR hereby assigns, grants, and conveys to IDL all of the following:

a. The ownership and copyright interest of IDPR in and to the Construction Plans, including all drawings and design documents and materials of every kind or nature relating to the design and construction of the Project. However, IDPR will retain the right to use the Construction Plans, drawings, and other materials to expand, alter, modify, repair, or improve the Project during the duration of this D&M Plan.

b. All construction materials needed for the work in progress, including building materials, equipment, supplies, utility meters, and other personal property of every kind or nature, whether or not stored at the Project Location, furnished under a Professional Services Contract, paid for from the project fund, or paid for directly with funds furnished by IDL.

c. The Project and all furnishings, appliances, and fixtures within the Project Location to the extent paid for from the project fund or IDL.

8. **Notice Upon Default by Contractors.** In the event of a material default by any professional or contractor under a Professional Services Contract and prior to IDPR taking action to (i) terminate such contract or suspend performance of the work, (ii) employ a separate contractor to perform portions of the work, or (iii) otherwise take action with respect to such, defaulting contractor, IDPR shall provide the IDL Recreation Advisor written notice of its intended actions prior to taking any such action.

9. **Access to Construction Site.** IDL through its agents or employees, will have reasonable access to the construction site, to all documents and information held by IDPR or any project representative or any third party employed by, representing, or acting in any way as the agent of IDPR, and to all documents, plans, and other information held by any design professional or contractor or its agents, subcontractors, or suppliers that are legally or in fact available to IDPR.

10. **Facility Specifications and Manuals.** Upon completion of construction of the Project, both IDPR and IDL shall maintain (i) one complete set of "as-built" Construction Plans (drawings and specifications) of the Project, (ii) one complete set of operating manuals, and (iii) a copy of all written warranties.

11. **Construction Insurance.** IDPR shall require proof of insurance, in amounts recommended by the State of Idaho Risk Management Program, and performance bonds from the general contractor including Builder's All Risk Insurance

insuring the Project against loss or damage from insurable perils, including flood, wildfire, and earthquake in an amount equal to the total anticipated costs. At a minimum, such insurance shall be in the amount of the full replacement cost of the Project and shall include loss of use or loss of rents. All such insurance shall include IDPR and IDL as additional insureds and contain a loss payable clause providing for payment of proceeds to IDL and the trustee of the bonds to the extent of their interest therein. Upon request, IDPR will provide IDL each certificate of insurance.

C. MANAGEMENT OF THE PROJECT LOCATION BY IDPR.

1. Development of the Project is expected to be completed by the end of 2026. Once completed, IDPR will manage the Project Location as a subunit of Round Lake State Park.

2. The managed recreation opportunities at the Project Location will be added to IDPR's online reservation system for visitor bookings and fee collection.

a. IDPR will charge and collect a base rate fee for each managed recreation opportunity at the Project Location. The base rate fee will be determined according to the fee schedule approved annually by the Idaho Park and Recreation Board. The base rate fee may be changed at IDPR's discretion through the dynamic pricing function of IDPR's online reservation system. All base rate fees collected will be retained by IDPR for ongoing operations, management, and maintenance of the state park, including the Project Location.

b. In addition to IDPR's base rate fee, an IDL Fee will be charged to users of the Project Location and collected by IDPR. The IDL Fee may be collected through IDPR's online reservation system, at the Round Lake State Park's visitor center, or by authorized representatives of Round Lake State Park as deemed appropriate by IDPR.

i. The IDL Fee will be a specific amount set on a per night basis for each managed recreation opportunity at the Project Location. The initial IDL Fee will be decided by IDL prior to August 2026, for implementation in 2027.

ii. The IDL Fee will not be adjusted when IDPR's base rate fee changes due to dynamic pricing.

iii. The IDL Fee will be evaluated and set by IDL prior to the annual IDPR Board meeting, as provided in Section D of this D&M Plan. IDPR will

incorporate any change to the IDL Fee across all information and fee collection platforms.

iv. At the start of each Fiscal Year, IDPR will remit all collected IDL Fees of the prior fiscal year to IDL via cash transfer routed through LUMA, or other state-wide fiscal procedure.

3. The Project Location will be incorporated into Round Lake State Park's regular operations, management, and maintenance schedule. Regularly used soft goods and supplies will be supplied by IDPR as budgeted items paid for through collection of IDPR's base fee rate.

4. IDPR will apply IDAPA 26.01.20, *Rules Governing the Administration of Park and Recreation Areas and Facilities* to all activities at the Project Location, including the issuance of citations, as authorized.

a. No dispersed camping will be allowed on the endowment lands within the area of the Project Location.

5. The managed recreation opportunities at the Project Location will be included in IDPR's advertisements, including virtual and printed platforms.

D. ANNUAL REVIEW BY THE PARTIES.

1. Each year prior to August 1st the Parties will meet and review the recent and current activities under this D&M Plan. The objective of this meeting is to determine each Party's resource requirements for the upcoming fiscal year.

2. The Parties will develop an agenda that includes review of the development and management activities that have occurred during the previous fiscal year, and that are expected to occur during the next fiscal year, which may include the following:

- a. Status of development or maintenance issues;
- b. Estimated reservation numbers for next fiscal year;
- c. Review actual reservation numbers for prior fiscal year;
- d. Review prior season IDL Fee and, at IDL's sole discretion, set next season's IDL Fee;
- e. Review operating costs as applicable;
- f. Review planned maintenance schedule activities and related costs;

and

- g. Review any needed capital maintenance or improvements and estimated costs IDL will pay for such capital maintenance and improvements unless otherwise agreed by the Parties.

3. The Parties will find consensus regarding all action items and indicate all mutually agreed upon items by initialing a written summary of the meeting, which will be included with this D&M Plan.

E. ADDITIONAL PROVISIONS.

1. **Duration of D&M Plan.** The duration of this D&M Plan is from its Effective Date through the completion of development of the Project, and for 25 years of management after addition to IDPR's reservation system.

2. **Access through Round Lake State Park.** This D&M Plan does not create or include any permanent easement or permanent right-of-way across IDPR's land, whether necessary or preferred, for the ingress and egress to the Project. Upon termination of this D&M Plan, for any reason, IDL will be solely responsible for negotiating all ingress and egress access, including trails, into Round Lake State Park.

3. **Termination for Cause.** Either Party may terminate this D&M Plan if the other Party commits a material violation of this D&M Plan and fails to cure such violation within sixty days of written notice, which must specify with reasonable detail the nature of the claimed violation. In the event the material violation is not cured, termination would be effective after ninety days.

4. **Termination without Cause.** The Parties may terminate this D&M Plan through the mutual written consent of both Parties and no sooner than ninety days after the required mutual consent.

5. **Termination Due to Lack of Appropriations.** IDL and IDPR are each government entities, and this multi-year D&M Plan shall in no way or manner be construed to bind or obligate IDL or IDPR beyond the duration of any twelve-month appropriation of funds by the Idaho Legislature. IDL and IDPR reserve the right to terminate this multi-year D&M Plan in whole or in part, or any incomplete order placed under it, if, in the Parties' mutual agreement, the Idaho Legislature fails, neglects, or refuses to appropriate sufficient funds as may be required to continue the Parties' performance under this D&M Plan. Termination for this reason would be effective ninety days after the Parties' mutual agreement.

6. **Days; Performance on a Saturday, Sunday, or Holiday.** Whenever the term "day" is used in this D&M Plan, it refers to a calendar day unless otherwise specified. A "business day" means any weekday except for those weekdays that have been declared a state holiday by the State of Idaho. Should this D&M Plan require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act will be performed or notice given on the following business day.

7. **Apportionment of Liability.** IDL and IDPR shall be responsible only for the acts, omissions or negligence of such agency's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code § 6-902. The parties acknowledge that both IDL and IDPR participate in the State of Idaho Risk Management Program comprehensive liability plan utilizing the Retained Risk Account ("**Risk Program**"). Each of the Parties is obligated to notify the Division of Risk Management and the other Party upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this Agreement.

a. Nothing in this D&M Plan will extend the tort responsibility or liability of either IDL or IDPR beyond that required by the Idaho Tort Claims Act, Idaho Code § 6-901 et seq. Any covered third-party tort liability claim, suit or loss arising from this D&M Plan will be allocated to one or both Parties by the Division of Risk Management for purposes of the respective loss experiences and subsequent allocation of self-insurance assessments.

b. Each Party will be responsible for damage to property of the other Party caused by its employees in the performance of this D&M Plan. If property damage arises in the performance of this D&M Plan and is covered by the Risk Program, the Division of Risk Management will charge the damage or loss to the responsible Party's loss history, and the responsible Party will pay the deductible, if any.

c. If a claim or damage is not covered by the Risk Program, the responsible Party will pay the costs arising from such claim or damage. If a claim or damage arises from both Parties' performance of this D&M Plan and the claim or damage is not covered by the Risk Program, each Party will pay its allocated costs arising from the claim or damage.

8. **Non-Assignment.** Neither Party may assign this D&M Plan. In the event IDPR delegates any of its obligations under this D&M Plan to an independent third party engaged for services by IDPR in connection with the Project, no such

delegation will reduce or in any way limit IDPR's obligations hereunder.

9. **Notice to Parties.** Notices required or contemplated under this D&M Plan must be in writing. Notices will be deemed given and delivered when hand-delivered; deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid, and correctly addressed to the other Party. Notices must be mailed to the following respective addresses, or such other addresses as a Party may, by notice to the other Party, designate. Any such notice may, in the alternative, be sent by electronic transmission to a below-designated email address, or to such other email address as may, by notice, be designated. If any type of “undeliverable” message is received by the Party transmitting an email, delivery shall be presumed to not have occurred. If a Party shows that the person assigned to an email address was no longer employed by the Party at the time of transmittal, delivery shall be presumed to not have occurred. Either Party may change the place for giving notice by written notice to the other Party. Notices shall be sent, as follows:

Idaho Department of Lands
Attn: Dustin Miller, Director
300 N 6th Street, Suite 103
Boise, Idaho 83702
Email: dmliller@idl.idaho.gov

Idaho Department of Parks and Recreation
Attn: Susan Buxton, Director
5676 Warm Springs Ave
Boise, Idaho 83716
Email: susan,buxton@idpr.idaho.gov

10. **Authorized Representative.** The Parties each represent and warrant that they possess full and complete authority to covenant and agree as provided in this D&M Plan. The signatories for IDL and IDPR respectively represent and warrant that such signatory possesses the authority from their governing board to covenant and agree as provided in this D&M Plan. In the event any other person or entity asserts any interest in or the right to pursue claims under this D&M Plan, the related Party shall promptly and fully defend the other Party against any and all such claims.

11. **Attorney Fees.** In the event either Party to this D&M Plan is required to initiate or defend litigation with respect to the terms hereof or to enforce any of its rights hereunder, the prevailing party in such litigation shall be entitled to reasonable attorney's fees incurred in such litigation, including all discovery costs and costs of expert witnesses, together with all reasonable litigation expenses.

12. **Time of Essence.** Time is expressly declared to be of the essence of each provision, covenant, condition, duty, and obligation of this D&M Plan.

13. **Force Majeure.** If IDPR is delayed, hindered, or prevented from performing any act required under this D&M Plan by reason of any of the following: act of God; failure of electricity or any utility through no fault of IDPR; fire, flooding, earthquake, explosions, unusually severe weather, or other natural disasters; restrictive government laws or regulations, including moratorium on the issuance of government approvals; prohibitive governmental authority, proclamations, orders, laws, rules, or actions; freight embargoes or blockades; strikes, lockout, labor stoppages or slowdowns, or other industrial disturbances; inability to procure materials; war, riot, insurrection, escalation of hostilities; or any other reason beyond the IDPR's control making performance impossible, then performance of that act will be excused for the reasonable period of the delay upon notice to IDL. IDPR must notify IDL within five business days of any force majeure event. In that event, the period for the performance of the act shall be extended for a reasonable period equivalent to the period of the delay. IDPR shall work diligently to eliminate the delay and immediately notify IDL when the reason for the force majeure event has ceased.

14. **Entire D&M Plan.** This D&M Plan (including all Exhibits) contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any and all prior agreements or plans. The execution of this D&M Plan has not been induced by either Party, or any agent of either Party, by representations, warranties, promises, or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, promises, inducements, or undertakings whatsoever between the Parties concerning this D&M Plan except those which are expressly contained herein.

15. **Written Modifications.** Except as provided in Section D, this D&M Plan may only be amended, modified, or supplemented by an agreement in writing signed by an authorized representative of each Party.

16. **Severability.** In the event any provision of this D&M Plan shall be held invalid or unenforceable under applicable Idaho law, the validity, legality, or enforceability of the remaining provisions, and the application thereof, shall not in any way be affected or impaired. In such event, the remaining provisions of this D&M Plan shall be interpreted as closely as possible to provisions held invalid or unenforceable.

17. **Counterparts.** This D&M Plan may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

Signature Page to Follow.

IN WITNESS WHEREOF, the Parties have executed this Development and Management D&M Plan as of the date of the last signature, below:

IDAHO DEPARTMENT OF LANDS

DUSTIN T. MILLER
Director

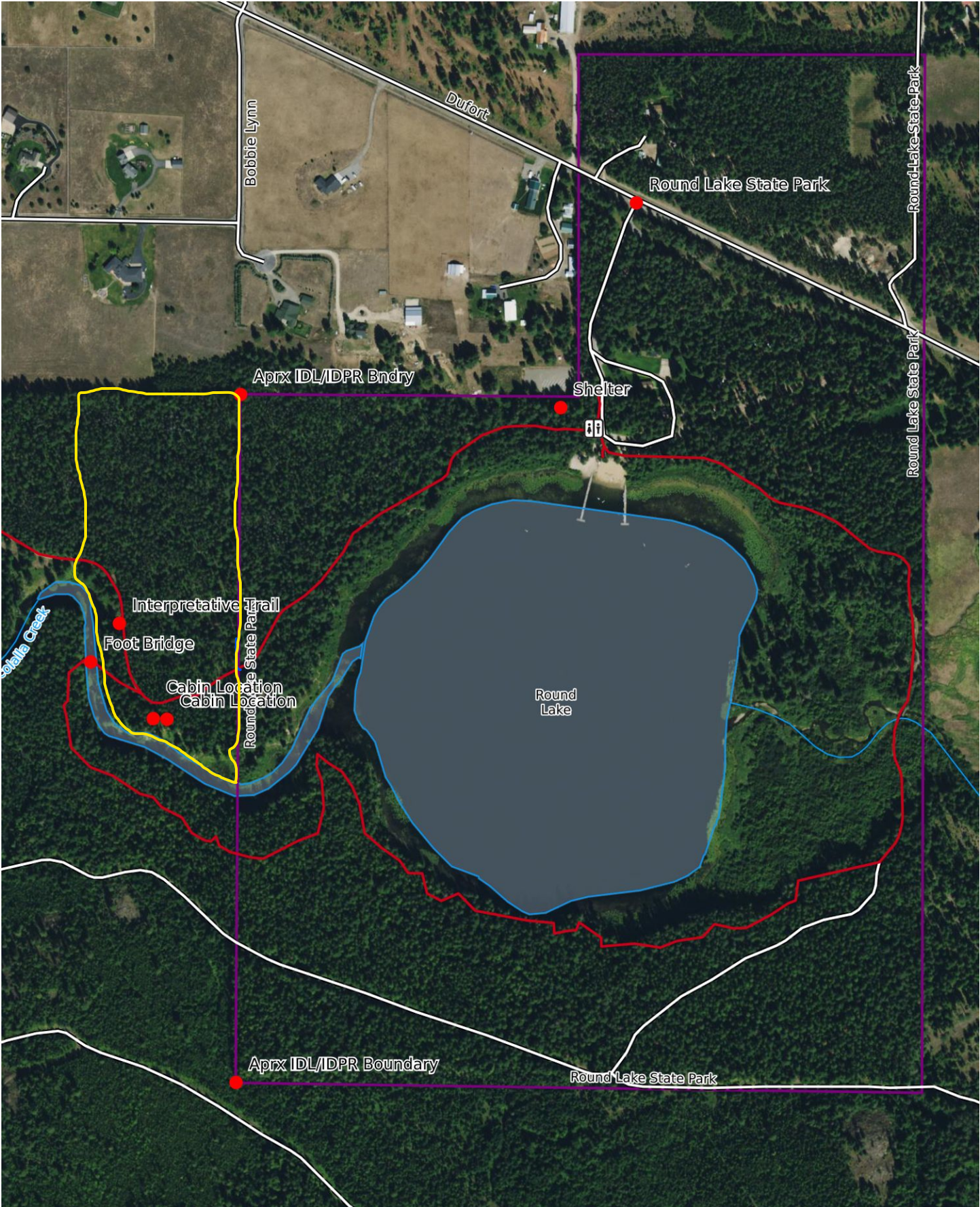
Date: _____

IDAHO DEPARTMENT OF PARKS AND RECREATION

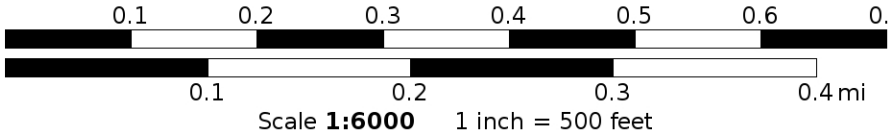
SUSAN E. BUXTON
Director

Date: _____

EXHIBIT A



Mercator Projection
WGS84
UTM Zone 11U
 CALTOPO



ATTACHMENT B

MEMORANDUM OF AGREEMENT
between
IDAHO DEPARTMENT OF PARKS AND RECREATION
and
IDAHO DEPARTMENT OF LANDS
for
ENDOWMENT LANDS RECREATION DEVELOPMENT AND MANAGEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between the State of Idaho, Department of Parks and Recreation (herein referred to as "IDPR") and the State of Idaho, Department of Lands (herein referred to as "IDL"). IDL and IDPR are collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, IDL manages endowment lands for endowment beneficiaries, some of which are widely used at no cost to outdoor recreation users;

WHEREAS, IDL has identified a need to make expenditures of capital in order to develop "managed recreational opportunities" as a means to generate revenue, protect the endowment land assets, and promote public recreational values;

WHEREAS, pursuant to the authorities in Title 58, Chapter 1, including §§ 58-104 and 58-115, IDL is authorized to enter into agreements with other agencies of the State of Idaho and is directed by the Land Board Recreation Policy to partner with other State agencies for the development of managed recreation opportunities on endowment lands;

WHEREAS, pursuant to the authorities in Title 67, Chapter 42, Idaho Code, including §§ 67-4219 and 67-4223(2) and (7), IDPR is authorized to plan, enter into agreements with other agencies of the State of Idaho, and manage for the protection, operation, maintenance, development and wise use, areas of scenic beauty, recreational utility, and historic, archaeological or scientific interest, to the end that the health, happiness, recreational opportunities and wholesome enjoyment of life of the people may be encouraged;

WHEREAS, IDPR possesses the expertise, authority, and experience necessary to design, construct, operate, maintain, and administer public recreation infrastructure and activities on owned and contracted lands under its control; and

WHEREAS, the Parties have mutually identified the need to coordinate efforts to develop managed recreation opportunity projects on endowment lands.

NOW THEREFORE, in consideration of the covenants and conditions set forth in this Agreement, the Parties mutually agree, as follows:

1. IDL and IDPR will, together, do the following:
 - a. No later than November 1, 2024, the Parties will meet and draft a development and management plan for each mutually agreeable managed recreation opportunity on endowment lands ("D&M Plan"). The D&M Plans will be organized according to the IDPR State Park and IDL Supervisory Area in which the recreation development and management will occur. In order to allow each Party to properly plan and prepare for future activities and needs, multiple meetings may be needed and may occur on location, at a Supervisory Area office, and virtually to include all necessary agency staff.
 - b. The Parties will thereafter meet annually prior to November 1 to review the D&M Plans, and update if necessary. The objective of this meeting is to determine each Party's resource requirements for the upcoming fiscal year.
2. IDPR will:
 - a. Provide technical assistance to IDL on recreation development, including site evaluation, infrastructure and facility recommendations, design, construction implementation, and maintenance of mutually agreeable managed recreation opportunity on endowment lands.
 - b. Prepare, solicit, contract, and procure goods and services necessary for each D&M Plan, within reasonable timeframes as agreed to by the Parties.
 - c. Once constructed, incorporate each managed recreation opportunity into the related State Park's regular operations and management, including the application of IDAPA 26.01.20 and utilization of IDPR's web-based reservation system to manage bookings for each managed recreation opportunity.
 - d. Incorporate each managed recreation opportunity into its advertising portfolio, including in all virtual and printed platforms as well as promotional materials.
 - e. Complete the necessary accounting and billing and provide IDL with copies of relevant contracts, invoices, receipts, revenues, and contractor correspondence as requested by IDL, or as described in the individual D&M Plans.

- f. Supply IDL with an annual, detailed invoice for all work completed under each D&M Plan. This invoice may be itemized based on completed tasks, permanent and temporary personnel costs and operational expenses as described in the individual D&M Plans.
 - g. Supply IDL with a detailed account of all gross receipts for revenues from each managed recreation opportunity managed by IDPR as described in the individual D&M Plans.
 - h. Distribute annually to IDL the revenues generated in addition to IDPR's base fee rates, as specified in each D&M Plan, that will be charged to users of the managed recreation opportunity facilities ("IDL Fee").
3. IDL will:
- a. Provide clear and written development and management objectives to IDPR for each proposed managed recreation opportunity project.
 - b. Review all D&M Plans, proposals, designs, and other work products provided by IDPR. If clarification is needed, the Parties will work collaboratively to complete necessary changes.
 - c. Provide adequate personnel, equipment, and financial resources for all managed recreation opportunities.
 - d. Advise IDPR of the rates for each IDL Fee that will be added to IDPR's base fee rate(s) for each D&M Plan. The IDL Fee must be set before IDPR sets its annual base fee rates.
 - e. Reimburse IDPR for expenses incurred by IDPR for each managed recreation opportunity.
 - f. Provide a "Recreation Advisor" for each managed recreation opportunity whose duties include coordinating and consulting with IDPR during all phases of a D&M Plan.
 - g. Coordinate for and represent IDL in any public forum as necessary regarding the respective managed recreation opportunities.

4. Additional Provisions:

- a. Nothing in this Agreement shall be construed as obligating either Party, or the State of Idaho, in the expenditure of funds or future payment of money more than appropriations authorized by state law.
- b. Nothing in this Agreement shall be construed to relinquish or transfer any of IDL's management authority for endowment lands, nor shall it be construed as requiring IDPR to undertake any activities more than its statutory authorities and agency resources.
- c. Nothing in this Agreement shall authorize IDL to allow a third party any access through or utilization of IDPR owned or contracted lands comprising any State Park without IDPR's express written agreement, the terms of which will be wholly discretionary with IDPR. This provision will survive the termination of this Agreement.
- d. State's Insurance. IDL and IDPR are both agencies of the State of Idaho and are provided a comprehensive liability plan through the Risk Management Program established under Idaho Code § 67-5773 et seq., funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code § 6-901 et seq.
- e. Apportionment of Liability. IDL and IDPR shall be responsible only for the acts, omissions or negligence of such agency's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code § 6-902. The parties acknowledge that both IDL and IDPR participate in the State of Idaho Risk Management Program comprehensive liability plan utilizing the Retained Risk Account ("Risk Program"). Each of the Parties is obligated to notify the Division of Risk Management and the other Party upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this Agreement.
 - i. Nothing in this Agreement shall extend the tort responsibility or liability of either IDL or IDPR beyond that required by the Idaho Tort Claims Act, Idaho Code § 6-901 et seq. Any covered third-party tort liability claim, suit or loss arising from this Agreement shall be allocated to one or both Parties by the Division of Risk Management for purposes of the respective loss experiences and subsequent allocation of self-insurance assessments.
 - ii. Each Party shall be responsible for damage to property of the other Party caused by its employees in the performance of the Agreement. If property damage arises in the performance of this Agreement and is

covered by the Risk Program, the Division of Risk Management shall charge the damage or loss to the responsible Party's loss history, and the responsible Party shall pay the deductible, if any.

- iii. If a claim or damage is not covered by the Risk Program, the responsible Party shall pay the costs arising from such claim or damage. If a claim or damage arises from both Parties' performance of the Agreement or is not allocable to either Party, each Party shall pay the costs to such Party arising from the claim or damage.
- f. Amendment. This Agreement may be amended by mutual consent of the Parties in writing, and as often as necessary to maintain the objectives and requirements of the Parties.
- g. Financials. Any managed recreation opportunity project costs and IDL Fees will be mutually agreed upon and itemized on a per project basis in the individual D&M Plans. IDPR will submit a written cost estimate to IDL for approval prior to budgeted expenditure.
 - a. Reimbursement schedule: May 15th – Reimbursement for additional expenses incurred. Warrant payment will be routed through LUMA.
 - b. Accept revenues from IDL Fees collected by IDPR.
- h. Duration and Termination of Agreement. This Agreement shall remain in effect from the date of final signature through as long as any D&M Plan is active. This Agreement may be terminated by either Party upon ninety days' written notice to the other Party.

[Remainder of this page intentionally left blank.]

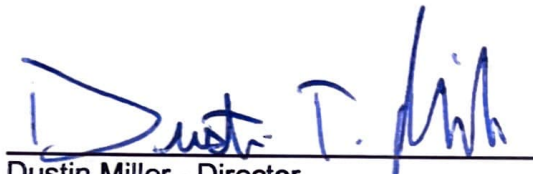
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year of final signature, below.

IDAHO DEPARTMENT OF PARKS AND RECREATION:


Susan E. Buxton - Director

Date: 10/29/2024

IDAHO DEPARTMENT OF LANDS:


Dustin Miller - Director

Date: 10-22-24