

IDAPA RULE                       IDAPA FEE                       BOARD ACTION REQUIRED  
 BOARD POLICY                       INFO ONLY, NO ACTION REQUIRED

**AGENDA ITEM**  
**Idaho Park and Recreation Quarterly Meeting**  
**February 4, 2025**  
**Boise, ID**

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

**ACTION REQUIRED:**                      None. Information Only.

**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 Idaho endowment land. This agreement was signed by both Directors in Fall 2024, generally agreeing to term and conditions and the agencies would work towards Development and Management (D&M) Plans for specific projects.

With assistance from the Attorney General’s office, staff has drafted the project specific agreement. This agreement is attached for the Boards review.

IDPR staff have identified the following immediate, and long term, strategic locations as excellent recreation opportunities with IDL. IDL staff have been made aware of IDPR’s interest in securing these endowment lands for the long term benefit of the recreating public.

**Round Lake State Park**

- Overnight accommodations utilizing recent ORFAC appropriated funds. Contracts have been executed with the strict ARPA timelines to build no later than 12/31/2026.

**Massacre Rocks State Park**

- Rockland Unit, previous ORFAC capital funds have been appropriated.

**Henrys Lake State Park**

- Park Expansion, previous ORFAC capital funds have been appropriated.

**Priest Lake State Park**

- Indian Creek Unit, adjacent to boat launch
- Rocky Point Peninsula (potential new unit to Priest Lake SP)
- Lionhead Unit and Lionhead Drainage area

**Ponderosa State Park**

- Parcels H and I
- Little Payette Lake area

**STAFF RECOMMENDATIONS:**

None, information only and for Board comments.

*Attachments:      Draft D&M Plan for Round Lake*

**DEVELOPMENT AND MANAGEMENT PLAN  
BETWEEN IDAHO DEPARTMENT OF LANDS  
AND IDAHO DEPARTMENT OF PARKS AND RECREATION  
FOR THE CONSTRUCTION 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 6<sup>th</sup> 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 other 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 managed by IDPR as a subunit of the specified state park; and

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.

WHEREAS, funding for the Project has been appropriated thru the Outdoor Recreation Fund Advisory Council (ORFAC), Governor Little, and the IDPR Board established by Executive Order 2023-03.

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.**

IDL is the owner of the endowment land described in Exhibit A to this D&M Plan and has a constitutional obligation to manage this endowment land for its protection while generating a maximum long-term financial return from the land (“**Project Location**”). Exhibit A is incorporated herein by this reference. IDL has identified the Project Location as being an optimal place for the development of a managed recreational opportunity project as a way to generate revenue, protect the endowment land asset, and promote public recreational values. IDPR has also identified the Project Location as being compatible with the 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, which will be substantially completed in every material aspect, as follows:

a. IDPR will build two, overnight cabin facilities on endowment land adjacent to Round Lake State Park.

b. The cabins may be provided potable water, power, a vault toilet and, road/trail access for administration of the facilities and user access.

### 3. IDL 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 development and management objectives to IDPR for the Project.
- iv. Attend meetings related to the planning, design, and construction of the Project.
- v. Review all proposals, designs, meeting minutes, 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. **Copy of Professional Services Contracts.** IDPR will ensure IDL receives a copy of each Professional Services Contract following the final signature.

5. **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.

6. **IDPR Administration of Construction:** IDPR will provide qualified personnel to perform necessary 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.

7. **Project Development Costs and Completion Schedule:**

a. The total anticipated development costs 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. IDPR will establish a design and construction schedule of the Project that establishes timelines of development.

8. **Payment Procedure:** IDPR will timely pay all Costs from the project fund.

9. **Construction Progress Certifications:** At any time upon request, IDPR will furnish to IDL certifications signed by the design professional, project manager, or construction manager, 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, 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.

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.

10. **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 of the Project. However, IDPR will retain the right to the use of the Construction Plans, drawings, design documents 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 or through IDL.

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

11. **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 IDL written notice of its proposed or intended actions prior to taking any such action.

12. **Access to Construction Site:** IDL, its agents, employees and representatives, shall have reasonable access to the construction site, to all materials, equipment or supplies relating thereto, 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, materials, 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.

13. **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.

14. **Construction Insurance:** IDPR shall require proof of insurance and

performance bonds from the general contractor including Builder's All Risk Insurance insuring the Facility against loss or damage from insurable perils, including flood, wildfire, and earthquake in an amount equal to the total anticipated Costs. 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. Once construction of the Project is complete, 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 and collected by IDPR. The Fees may be collected through IDPR's online reservation system, at the state park's visitor center, fee collection kiosk or authorized representatives of the park as deemed appropriate by IDPR.

i. The IDL Fee will initially be set at \$ **\*\*,\*\*** per night for each managed recreation opportunity at the Project Location.

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

iii. The IDL Fee will be evaluated and set 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 the state park's regular operations, management, and maintenance schedule. Regularly used soft goods and supplies (e.g. toilet paper, trash cans and bags, cleaning supplies, towels, sheets, blankets, and kitchen items) 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.

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 that fiscal year, and that are expected to occur during the next fiscal year, which may include the following:

- a. Status of construction or maintenance issues;
- b. Estimated reservation numbers for next year;
- c. Review actual reservation numbers for prior year;
- d. Review prior season IDL Fee and set next season's IDL Fee;
- e. Review operating costs as applicable
- f. Review planned maintenance schedule activities and related costs;
- g. Review any needed capital maintenance or improvements and estimated costs; and

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.

#### **E. ADDITIONAL PROVISIONS.**



1. **Duration of D&M Plan:** The duration of this D&M Plan is from the Effective Date of this D&M Plan through the completion of construction of the Project, and for 25 years of management after completion of construction.

2. **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 specifying such violation. In the event the material violation is not cured, termination would be effective after ninety days.

3. **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.

4. **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 particular 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 such payments, or requires any return or "give-back" of funds required to continue payments.

5. No obligation assumed by or imposed upon IDPR by this D&M Plan shall require the performance of any act by IDPR, including the payment of any amounts due hereunder, **except to the extent that funds may be available for such performance or payment from general State appropriations or other funds legally available thereto.** This D&M Plan shall not be construed as obligating the Legislature of the State of Idaho to make future appropriations for the payment of any amounts due hereunder beyond the then-current fiscal year of the State.

6. **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.

7. **Non-Assignment:** Neither Party may assign this D&M Plan to any private entity. 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 Facility, no such delegation will reduce or in any way limit IDPR's obligations hereunder.

8. **Notice of Default:** In the event either Party contends that an event of default has occurred under this D&M Plan, that Party must first give written notice of the claimed event of default, specifying with reasonable detail the nature of the claimed default. The Party allegedly in default shall have forty-five days from the date such notice is given and delivered, under Section 8 of this D&M Plan, to cure the default.

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 Land  
Attn: \*  
300 N 6<sup>th</sup> Street, Suite 103  
Boise, Idaho 83702  
Email:\*\*

Idaho Department of Parks and Recreation  
Attn: \*\*  
5676 Warm Springs Ave  
Boise, Idaho 83716  
Email:\*\*

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 and indemnify 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

ROUGH ROUGH DRAFT

\_\_\_\_\_  
DUSTIN T. MILLER  
Director

Date: \_\_\_\_\_

IDAHO DEPARTMENT OF PARKS AND RECREATION

ROUGH ROUGH DRAFT

\_\_\_\_\_  
SUSAN E. BUXTON  
Director

Date: \_\_\_\_\_

Rough Draft