IDAHO DEPARTMENT OF LANDS
EMERGENCY FACILITIES & LAND USE AGREEMENT

IDL AREA OR FPD (name, address, phone number FAX & Email) IDAHO DEPARTMENT OF LANDS ST JOE AREA OFFICE 1806 MAIN STREET ST MARIES ID 83861	**AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT** AGREEMENT NUMBER: 320-20-006 EFFECTIVE DATES a. beginning: 8/25/2020 b. ending: 12/31/2021
OWNER (name, address, phone number-include day/night/cell, /fax, Email City of St. Maries 602 College Ave. 1100 Center Ave. (Facility Address) St. Maries, ID 83861 208-245-2577 ☑ Attach W-9 PAYMENT ADDRESS: ☐ Same as above, or	INCIDENT NAME: _____ INCIDENT NUMBER: _____ RESOURCE ORDER NUMBER: _____ JOB CODE AND OVERRIDE: _____

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use as ST MARIES CITY PARK – FIELD USE FOR TYPE II NATIONAL MOBILE FOOD AND SHOWER UNITS, TENT CAMPING FOR FIRE FIGHTERS, & THE CORMANA BUILDING FOR USE OF COMAND FUNCTIONS AND RESTROOMS.

DESCRIPTION OF LAND/FACILITIES: Address or specific location. If street or highway address is unavailable, use distance from nearest city, crossroads, or other significant landmark. The local description of how to get to the land/facilities is also acceptable.

ST MARIES CITY HALL - 602 COLLEGE AVE ST MARIES ID 83861
ST MARIES CITY PARK/BASEBALL FIELD - NEAR 1226 MAIN AVE ST MARIES ID 83861
ST MARIES FOOTBALL FIELD/ CORMANA BUILDING - NEAR 1006 W IDAHO AVE ST MARIES ID 83861
ST MARIES SOFTBALL FIELDS - NEAR 205 N 15TH ST ST MARIES ID 83861

County: BENEWAH State: IDAHO Township: 46N Range: 02W Section: 22

ORDINARY WEAR AND TEAR: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident.

RATE: For each day/week/month that the land/facilities are used, the Government will pay the rate of $ 320/1600/4800 per ☑day ☑week ☑month or $0.00 for camping in the field and restroom use only. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be $ 0.00, regardless of the length of use. Payment shall be in accordance with the incident Agency payment procedures. Payment for a lesser period shall be prorated based on a month being 30 days and rounded to the nearest dollar.

UTILITIES AND SERVICES: (check only one)

☑ The above rate includes utility charges for the following: ☑GAS ☑ELECTRICITY ☑WATER ☑TOILET SUPPLIES ☑ JANITORIAL SERVICES & SUPPLIES ☑TRASH REMOVAL ☑SEPTIC SERVICE ☐EXISTING TELECOMMUNICATIONS

☐ The above rate excludes utility charges. The Government will pay to the owner the sum determined due by the Contracting Officer based on: _____.

RESTORATION: Restoration beyond ordinary wear and tear. (check only one)

The above sum includes Government restoration of land/facilities. Restoration shall be performed to the extent reasonably practical.

Restoration work includes: _____.

The above sum excludes restoration of land/facilities. Reasonable costs incurred by the owner in restoring land/facilities to their prior condition shall be submitted to the Contracting Officer.

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the land/facilities, install temporary culverts, trenching for utilities, which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use, unless otherwise agreed.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITION REPORTS: A joint pre and post-use physical inspection report of the land/facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the existing site condition. Refer to attached Checklists.

OTHER: Describe in detail: _____.

CHECKLIST(s): See attachment.

Agreement No: 320-20-006

Fill in the following drawing showing the land/facilities under agreement. Include buildings, roads, paved areas, utility lines, fences, ditches, landscaping and any other physical features which help describe the area.

OWNER / OWNER'S AGENT SIGNATURE:	DATE:	GOVERNMENT AGENT SIGNATURE:	DATE:
Kris Gibson	8/26/20		8/26/20
PRINT NAME AND TITLE:		PRINT NAME AND TITLE:	
PHONE NUMBER (if different from Owner's) Kris Gibson -	(208)-245-2577	**PHONE NUMBER:** Cory Flesher - Fire Warden	(208)-245-4551

Agreement No: 320-20-006

PRE-USE INSPECTION: Description or photos or condition immediately prior the Government's occupancy. Refer to attached checklist.

N/A

Owner/Agent: Kris Gibson
(Print Name)
Signature: Kriss Gibson
Date: 8-26-20

Government Agent: Alex Beauchman
(Print Name)
Signature:
Date: 8-25-20

POST-USE INSPECTION: Description of photos or condition immediately following the Government's occupancy.

NO CLAIMS/ NO DAMAGES

TOTAL AMOUNT DUE $_____

RELEASE OF CLAIMS STATEMENT: Contract release for and in consideration of receipt of payment in the amount shown in 'total amount due'. Contractor hereby releases the Government from any and all claims arising under this agreement except as reserved in remarks.

REMARKS:

NO CLAIMS / NO DAMAGES

Owner/Agent: Kris Gibson
(Print Name)
Signature: Kriss Gibson
Date: 8-26-20

Government Agent: Alex Beauchman
(Print Name)
Signature:
Date: 8-25-20

IDAHO DEPARTMENT OF LANDS
PRESEASON CONTRACT PROVISIONS

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this Agreement/Contract, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, and Contracting Officers. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the resource order number upon arrival and check in at the incident. The Incident Commander, or designee, is authorized to administer the technical aspects of this Agreement/Contract. Equipment furnished under this Agreement/Contract may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include, but is not limited to, unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this Agreement/Contract, the Contractor agrees that what is considered wear and tear under this Agreement/Contract is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this Agreement/Contract shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the Point of Hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the Point of Hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor *(wet)*, the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest half hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

a. Rates of Payments - Rates for equipment hired with Contractor-Furnished Operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** *(Column 13)* (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.
2. **Special Rates** *(Column 14)* shall apply when specified.
3. **Guarantee**. For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in Column 15. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in Column 15. The guarantee is not applicable to equipment hired under the daily rate. Equipment under transport is time under hire and compensated through the guarantee. If equipment is transported under its own power, it is compensated under the work rate.
4. **Daily Rate** *(Column 13)* - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the daily rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.
   (a) ***Shift Basis (Portion of Calendar Day)***
   1) ***Single Shift*** - (SS) is staffed with one operator or one crew.
   2) ***Double Shift*** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
   3) Agency personnel at the Section Chief level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

(b) Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for:

1) Actual units ordered and performed under work or daily, shift basis and/or special rates, or
2) The guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor-Furnished Operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan (IAP). If the equipment was not operational for the full

shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the Contractor for the total hours worked before equipment became nonoperational.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the Point of Hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s), that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor, or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the Point of Hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the Contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the Contractor may be released from the incident.

CLAUSE 8. Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction:

a. For equipment furnished under this Agreement/Contract **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or Contractor's employees.

b. For equipment furnished under this Agreement/Contract **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or designee or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

Insurance Requirements:

Dozers, Excavators, Feller/Buncher, Skidders, Heavy Equipment, Transport Vehicles/Lowboys

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a copy of Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

   All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

   All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s)/policies or other evidence of full compliance with these insurance requirements or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

   a. <u>Commercial General and Umbrella Liability Insurance</u>

      Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than $1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

   b. <u>Automobile Insurance</u>

      The Contractor shall maintain automobile liability insurance which shall provide a minimum $500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

   c. <u>Workers' Compensation Insurance</u>

      The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.

3. The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

All Terrain Vehicles (ATV) and Utility Terrain Vehicles (UTV)

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

   All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

   All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

   a. <u>General Liability Insurance</u>

      Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than $500,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.

3. The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

Fully Operated Transportation, Privately-owned Vehicles (Automobiles, Pick-ups, -2x4 and 4x4, Sport Utility Vehicles, Trucks (stakeside/stock)

1. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with a Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

   All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

   All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

a. Commercial General and Umbrella Liability Insurance

Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than $500,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

b. Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum $500,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

c. Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

2. By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.

The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this Agreement/Contract the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.
a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this Agreement/Contract:
1. Clothing: Boots, minimum 8 inches high, lace-type leather work boot with Vibram-type soles (boots are provided by the Contractor); hard hat with chin strap; fire resistant long sleeve shirt and trousers, or fire resistant jumpsuit; leather or leather/flame resistant combination gloves; goggles/safety glasses; and ear plugs/hearing protection. When using a chainsaw, saw chaps will be required for leg protection.
2. Equipment: fire shelter; headlamp; individual first-aid kit;
3. Other items may be issued by the Government.
b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government-furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet Department of Transportation (DOT) requirements. The regulations can be found at the following website: www.fmcsa.dot.gov.

CLAUSE 14. Claims Settlement Authority: Claims against the state of Idaho for incidents under IDL jurisdiction, will be submitted in accordance with the IDL Incident Business Operating Guide.

CLAUSE 15. Changes: Changes to this Agreement/Contract, may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new Agreement/Contract shall be executed at the incident and shall be applicable **only** for the duration of that incident. The Agreement/Contract will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms, or other dangerous weapons, are prohibited at all times while on government property and during performance of services, under this Agreement/Contract. The term dangerous weapon does not include a pocket knife with a blade less than 2 ½ inches in length or multipurpose tools such as a Leatherman.

CLAUSE 17. Work/Rest and Length of Assignment: The Contractor is required to follow the work/rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov.

CLAUSE 18. Harassment Free Workplace: The contracting agency will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The contracting agencies strive for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as Contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, Contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

LAND USE AGREEMENT
INSTRUCTIONS AND GUIDELINES

Please read carefully before drafting or making verbal commitments regarding a LUA

A Land Use Agreement (LUA) typically involves use of the following types of property: Land without amenities, land with utilities, buildings or structures, or other types of facilities ("Property").

Where appropriate secure LUAs in advance of fire season. Prudent, proactive efforts should be made to secure LUAs with judicious use of State funds.

GENERAL INFORMATION

- A meeting or phone conference with the owner or authorized representative of Property is recommended prior to drafting or executing a Land Use Agreement. **(FMH 840 Attachment 5)**
- LUAs do not require IDL to use the Property but secure the rights of use and occupancy during initial and continued emergency situations, and non-emergency use when needed (e.g. training).
- A LUA is limited, termed permission for access, use of, and occupancy of Property. It is exercised at the discretion of the Department of Lands, for uses and activities that generally are of an intensive and exclusive nature. These rights can be extended and transferred to the contractors, subcontractors, associates and cooperating agencies, collectively known as 'agents' of IDL.
- The LUA fee is often referred to as rent, a base monthly rate (30 day month), which may be prorated to a daily or weekly rate.
- The preference is for the LUA fee to be explicitly a Total Fee which covers all utilities, services, janitorial, clean up, and restoration. This Total Fee shall be paid as soon as practical following Property use.
- If the Property has a published fee schedule consider using its fees for the LUA, as long as the rates do not drastically exceed the rates published in the far right column "Guidelines for Maximum Rent Per Month" (LUA Matrix Table).
- All LUAs have a minimum monthly fee of $300. *If the use happens to be less than one month, the default minimum fee paid by IDL remains $300.*
- Within the LUA, consider including a "claim clause" for instances of unexpected damage or extraordinary wear and tear.
- There is no minimum term of a LUA. The maximum term of a LUA is three years. Prior to fire season, all long term LUAs must be reviewed by the Fire Warden and contact must be made and documented, confirming the LUA remains valid through the upcoming fire season. *NOTE: An LUA automatically terminates upon sale or transfer of real property.*
- For repeat or continued usage, a new LUA should be put in place replacing the prior LUA, prior to the anniversary date of IDL exercising the LUA rights. Ex: LUA #1 was executed on May 1, 2017 and IDL exercised the LUA and started using the hay field on July 15, 2017. IDL should replace the LUA for the 2018 fire season prior to

July 14, 2018.

- Payment will be made payable to the Owner or authorized representative AS NAMED ON THE LUA.
- Each LUA includes general terms applicable to all agreements. Specific terms and conditions should be tailored to the specific use / activity being permitted.
- Any editing or deletion of standard LUA terms and conditions should be reviewed by the Warden or Area Manager (in consultation with the Bureau of Fire Management or the IDL Real Estate Bureau, if needed) prior to execution. In emergency situations LUAs can be executed without review; however, standard terms and conditions may not be edited or deleted without Fire or Real Estate Bureau review.
- Photos of the LUA area or facilities shall be taken at the time of LUA use. In cases where a portion(s) of field or ranch are stipulated or property lines are not obvious, flag or paint any boundaries for photos.

Please express IDL's gratitude and thank Grantor for their participation with the protection of life and safety and assistance in IDL's protection of resources.

LUA Exhibit Map: IDL will construct an exhibit map(s) clearly displaying pertinent features, property lines, any utilities, travel corridors, ingress/egress, etc. Maps or photos shall be included to clarify anything ambiguous.

INDEMNIFICATION and LUA FORM: IDL cannot indemnify others. Occasionally a facility (school, fairgrounds, city park) has a pre-drafted permit or rental contract. Indemnification and hold harmless terms are present in some facility use agreements, fee schedules, and licenses. For Idaho State fires **the IDL LUA Form (FMH 840 Attachment 5) must be used. Do not use other templates.**

The Fire Warden or their authorized representative is the intended author and negotiator of preseason LUAs.

STANDARD FEE SCHEDULE

Include a summary and any calculations within a Land Use Agreement file retained by the Area/District/Association.

The LUA fee may be negotiated or default to the minimum monthly fee ($300 /mo).

The LUA is negotiable and consideration should be given to the expected wear & tear; intensive use of the facilities, structures, and land; restoration needs borne by LUA grantor; crop loss (if any); the utilities and amenities being provided; regional norms and customs; and availability of other alternative Properties.

The LUA fee should be calculated based on Property Type and length of agreement (See Matrix and Calculations below).

LUA Matrix		Guidelines for Maximum Rent *Per Month*
Property Type	**Upper limits of peer rates of return***	
Forestland	10%	$100 / acre
Agriculture (*** ideally dry hayfield)	10%	$250 / acre
Rangeland	10%	$150 / acre
Public facilities (school/fairground/campground/ sports complex / park / etc)	Use their fee schedule or negotiate, Min $300 per month	No amenities $3,000 Amenities $5,000
Commercial Real Estate	10%	$500 / acre
Residential Real Estate	10%	$500 / acre
Minerals (gravel, mining, etc.)	15%	$500 / acre

The LUA Fee is calculated as a percentage of property value based on grantor's property type and average rate of return as a percentage range from 10% to 15%, multiplied by the LUA area (in acres), then divided by 12 months to arrive at a MONTHLY RATE. Land value is determined by recent comparable land sales, comparative market analysis (CMA), assessor information, land valuation data on hand, or internal or external appraisal data on hand. Regional norms and metrics from federal and state permits are also contributors. As demonstrated in the LUA Matrix examples below, the minimum fee is often implemented and the most applicable ($300 / mo).

EXAMPLE **LUA Total Fee - Matrix**							
Permittee's Land Classification	**Use**	**Land Value $/Acre**	**LUA Area (Acres)**	**% return (rent) , annually**	**months of use**	**Total**	**Per Month**
Rangeland (southern Idaho)	LUA	**$1,600**	**10**	**10%**	**3**	**$400**	**$133**

$1,600 x **10 acres** = $16,000. x **0.10** = $1600 (per year) / 12 months = $133 / mo

Choose the higher of the Minimum Monthly Fee of **$300 / mo** or calculated payment for days/weeks/months used.

In this example, use the default minimum: Three (3) months x Minimum Monthly Fee of $300/mo = $900.

Land Use Agreement CALCULATION EXAMPLES:

Commercial

1 acre of Commercial parcel / vacant lot x $15,000/acre x 10% / 12 months = $125/ month.
In this case you would use the default Minimum Fee of $300.

Residential

10 acres of rural residential field / vacant lots x $20000/acre x 10% / 12 months = $1,666/ month.

South Idaho

Grazing / Range
15 acres of field / vacant grazing land in Southern Idaho (SW IDL Area): $2000/acre x 15 acres x 10% / 12 months = $250/ month.
In this case you would use the default Minimum Fee of $300.

Rural residential / Agricultural
10 acres of pasture land in South-Central Idaho (Ketchum vicinity, Eastern Area): $15000/acre x 10 acres x 10% / 12 months = $1,250/ month.

Irrigated Hay field / Agriculture
5 acres of field in Southern Idaho (Eastern IDL Area): $4000/acre x 5 acres x 10% / 12 months = $167/ month.
In this case you would use the default Minimum Fee of $300.

North Idaho

Grazing / Range
15 acres of field / vacant grazing land in Northern Idaho (north of Salmon River): $6000/acre x 15 acres x 10% / 12 months = $750/ month

Rural residential / Agricultural
10 acres of pasture land in Northern Idaho (Bonner/Boundary/Kootenai counties): $9000/acre x 10 acres x 10% / 12 months = $750/ month

Non-irrigated Hay field / Agriculture
8 acres of field in Northern Idaho (Maggie IDL Area): $2000/acre x 8 acres x 10% / 12 months = $133/ month.
In this case you would use the default Minimum Fee of $300.

This page may be attached to the signed Land Use Agreement, evidencing the fee calculation and comparative analysis using the worksheet provided below:

WORKSHEET ***LUA Total Fee Calculation Table***							
Grantor's Property Type	**Use**	**Land Value $/Acre**	**LUA Area (Acres)**	**% return (rent) , annually**	**months of use**	**Total**	**Per Month**
	LUA	$		%		$	

LUA TABLE, BASED ON PROPERTY TYPE AND % OF LAND VALUE	
Property Type	**Upper limits of rates of return***
Forestland	10%
Agriculture	10%
Rangeland	10%
Public facilities (school/fairground/campground/ sports complex / park)	Use their fee schedule or negotiate, Min $300 per month
Commercial Real Estate	10%
Residential Real Estate	10%
Minerals (gravel, mining, etc.)	15%
Other (catch-all)	Negotiate , Min $300 per month

* The Peer return of asset (ROA) is in essence, capitalized rent loss, percent of fee simple estate, and proposed benchmarks including the returns currently demonstrated in the market and the recommended valuation method, establishing fair, unbiased compensation for emergency situations.