

MEMORANDUM OF UNDERSTANDING
Between
THE IDAHO TRANSPORTATION DEPARTMENT
And
THE IDAHO DEPARTMENT OF FISH AND GAME

PURPOSE:

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Idaho Transportation Department, (hereinafter "ITD"), and the Idaho Department of Fish and Game, (hereinafter "IDFG"), collectively referred to as the "parties."

Both parties acknowledge that:

1. The collaboration and processes outlined in this MOU are designed to enhance the efforts of the agencies within their ordinary regulatory and statutory obligations.
2. Traditional project-by-project evaluation and coordination limit the effectiveness for the signatory agencies in achieving their missions.
3. Enabling safe wildlife passage, reducing road kill, and increasing public safety at the earliest opportunities, particularly in locations where regulatory processes do not require wildlife mitigation or conservation measures, will require financial support from both the agencies and other partners.
4. Resources devoted to regulatory consultation and documentation on a project-by-project basis, in many cases, would be better spent on combining and streamlining processes and data for multiple projects, plans, and programs over an extended timeframe. This economy of scale would allow a coordinated program to address habitat fragmentation, wildlife viability, and transportation planning and development at the statewide level.

BACKGROUND:

The ITD's mission is to promote safety, mobility, and economic opportunity for users of Idaho's transportation system. The IDFG's mission is to preserve, protect, perpetuate and manage the fish and wildlife populations of the State. It is for the economic, social, cultural, and recreational benefit of Idaho's citizens and visitors that IDFG and ITD collaborate for the common purpose of maintaining and improving Idaho's transportation systems while simultaneously protecting and managing the Idaho's fish and wildlife resources and their associated habitats. This MOU embodies the idea that "we cannot sacrifice transportation for wildlife and we cannot sacrifice our wildlife for transportation" and so establishes a program of cooperation between the agencies.

AUTHORITY:

This MOU is entered into pursuant to the authority of Idaho Code, Chapter 23, Title 67, Sections 2326 through 2333 and 2339 (Joint action by public agencies), and 40-309 (Transportation Board powers and duties).

This MOU supersedes the previous MOUs signed in March 1987, January 1993, and April 2004, but does not invalidate MOUs written between ITD districts and IDFG regions.

SPECIFIC AREAS OF COLLABORATION:

Data Access and Information Systems

ITD SHALL:

1. Automatically, on no less than a monthly basis, export all road kill data from TAMS to IDFG for incorporation into their road kill and observations database.
2. Automatically, on no less than a monthly basis, export all law enforcement reported wildlife vehicle collisions to IDFG for incorporation into their road kill and observations database.
3. Respond to individual requests from IDFG for transportation system information within 2 weeks unless otherwise coordinated. For re-occurring requests, provide the data via the most effective means of electronic data transfer.
4. Annually update the wildlife vehicle collision risk map using the protocol and data identified in wildlife vehicle collision research in *Methodology for Prioritizing Appropriate Mitigation to Reduce Big Game Animal-Vehicle Collisions on Idaho Highways* (P. Cramer et al 2014) or the most recently accepted protocol.

IDFG SHALL:

1. Maintain and develop databases, applications, and web services or some other means of effective electronic data transfer for purposes of data exchange with ITD. This data shall be credible for transportation planning and project assessment purposes. Site specific knowledge and consultation as well as ongoing data collection will need to come from regional staff.
2. Provide real time access to updated fish and wildlife data including threatened, endangered, game, and species of greatest conservation need including wetlands, waters, priority areas, areas of connectivity, and other associated data that are pertinent to the planning and maintenance of the transportation system. Respond to individual request for information within two weeks unless otherwise coordinated.
3. Provide interpretation of IDFG data regarding its appropriate application, when requested or needed.

Both Parties SHALL:

Establish a Data Development Team by August 2015 as outlined in Exhibit A.

Professional Services

ITD SHALL:

Consider the expertise of the IDFG personnel for contract services related to federal requirements for biological assessments, designing and implementing monitoring and surveys, and providing consultation associated with state and federal highway projects within available resources and desired timelines. Development of professional service agreements on an annual basis are encouraged. See Exhibit B for a Cooperative Agreement template for single or multiple projects. ITD shall consider use of Best Management Practices recommended by IDFG within available resources.

IDFG SHALL:

Consider the expertise of the ITD personnel for contract services related to engineering and traffic control functions associated with fish, wildlife, and administrative projects within available resources and desired timelines. Development of professional service agreements on an annual basis are encouraged. See Exhibit B for a Cooperative Agreement template.

Provide current and applicable Best Management Practices and designs for fish and wildlife treatments and modifications related to transportation systems at annual meetings or as part of normal project review. These treatments and designs will be the most current and accepted for transportation systems and will provide engineering specifications as available.

Both Parties Agree:

To evaluate the potential sharing of human resources and expertise for mutual benefit. Such human resources might include technical personnel, biologists, engineers, planners, and project specialists. Sharing might consist of either agency providing some or all of either a full-time employee or associated salary with a specific work plan and clearly outlined supervisory lines and work objectives.

Project Communication and Coordination

Both Parties SHALL:

1. District/Region: Meet annually, between March and June, to discuss issues of mutual concern. See Exhibit C for recommended attendees and typical agenda items. The designated ITD and IDFG meeting notekeepers will copy the ITD Environmental Section Manager and IDFG Wildlife Program Coordinator, respectively.
2. Headquarters: Meet annually, between March and June, to discuss issues of mutual concern and assure the MOU is operationalized. Provide annual updates to their respective Director's offices on the implementation and success of this MOU.
3. Respond to information and input requests from the other agency within two weeks of the request unless otherwise notified.
4. Consider comments from the other agency when developing project scope and budget.
5. Continue with currently established and functional coordination meetings, as needed.

Public and Media Relations

Both Parties SHALL:

1. When issuing a press release which may impact or affect the other agency, the affected agency will be given advance notice and provided an opportunity to offer input on the draft press release, before it is released to the public.
2. Cooperate in the issuance and/or development of joint statements, press releases, website content, collaboration, and success stories when the issue or topic includes mutual areas of concern, interest, and investment.
3. When contacted by the media about an issue or topic that includes mutual areas of concern, interest, and investment, staff will take the following steps: 1) Inform superiors and make certain of messages to be conveyed before responding. 2) Insure adherence to agency media/public information policies. 3) Contact the other agency prior to or immediately after conducting a media interview and provide them the media contact information. 4) Suggest the media contact the other agency for their perspective on the given topic.

Road-killed Big Game animals:

ITD SHALL:

1. Report all road-killed big game animals to the nearest 1/10th of a mile in the TAMs database no less than bi-weekly.
2. In coordination with Regional IDFG Staff, encourage the reporting of road killed wildlife species other than big game, especially where road kill frequency or type may be indicating an important conservation or resource issue.

IDFG SHALL:

1. Report all road-killed big game animals observed to be reported to the nearest 1/10th of a mile in the IDFG road kill web application no less than bi-weekly. <<https://fishandgame.idaho.gov/species/roadkill>>
2. Use road kill data for purposes of mapping and prioritizing wildlife crossings, linkages, and public safety concerns. Develop collaborative highway treatment plans and funding to reduce road kill, increase wildlife linkage/connectivity/corridors, and reduce hazards to drivers.
3. Communicate and develop road kill information for wildlife species and conservation priorities in relation to listed, greatest conservation need, and locally important species.

Both parties SHALL:

1. Develop a cooperative ITD District-IDFG Region Road Kill Removal and Disposal Protocol.
2. Remove big game or any road-killed species that presents a potential safety hazard from the roadway upon first encounter.
3. Dispose of Big Game road-killed animals in a manner that is consistent with public health and safety concerns.
4. Report any identified federally protected road-killed species to the U.S. Fish and Wildlife Service and/or IDFG. These may include eagles, grizzly bears, and lynx.

Signage and Public access

ITD SHALL:

1. Develop and deploy signage to clearly identify and delineate public recreation access.
2. Install and maintain authorized Wildlife Management Area (WMA) permanent wildlife management signs and other fish and game guide signs at IDFG expense.
3. Provide to IDFG a list of surplus properties that may be exchanged, sold, or donated to IDFG for the enhancement of public access and recreation.

IDFG SHALL:

1. Develop and deploy signage to clearly identify and delineate public recreation access.
2. Provide to ITD an inventory of surplus properties that may be exchanged, sold, or donated to ITD for the enhancement of transportation systems.
3. Provide to ITD an updated inventory of IDFG properties where public recreation and access may be developed and provided in cooperation with ITD.

Both Parties SHALL:

1. Discuss the above in the context of district/region cooperation through their participation in and according to the identified structure in Exhibit C. Develop funding opportunities and cooperatively fund development and enhancement of public recreation and access opportunities.
2. Coordinate additional signage, as agreed.

LIMITATIONS:

Nothing in this MOU by and between ITD and IDFG shall be construed as limiting or expanding the statutory or regulatory responsibilities of either agency or any involved individual acting on behalf of the agency or in performing functions granted to them by law; or as requiring either agency to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party. This MOU does not in any way restrict any entity from participating in similar activities with other public or private agencies, organizations, and individuals.

EFFECTIVE DATE:

This MOU shall become effective upon signature of the Director of ITD and the Director of IDFG.

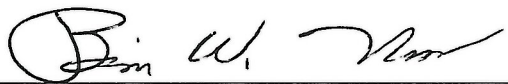
METHOD OF TERMINATION:

This MOU shall remain in force for five years from the date of the last signature unless it is mutually extended or formally terminated by either party after thirty (30) days written notice to the other party.

AMENDMENTS:

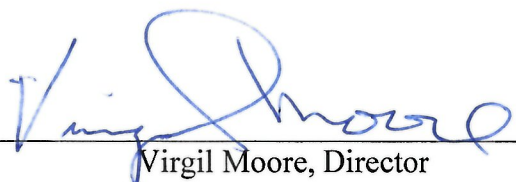
Amendments to this MOU shall become effective upon the date of mutual agreement and written approval by the Director of ITD and the Director of IDFG.

IDAHO TRANSPORTATION DEPARTMENT

By: 
Brian W. Ness, Director

Date: 6/9/2015

IDAHO DEPARTMENT OF FISH AND GAME

By: 
Virgil Moore, Director

Date: 7/15/15

Exhibit A

Data Development Team Agenda

Recommended Attendees:

Idaho Transportation Department	Idaho Department of Fish and Game
GIS Staff	GIS Staff
Programming Staff	Programming Staff
Environmental Section Manager	IFWIS Manager
	Wildlife Program Coordinator

Recommended Frequency: Semi-annually. As needed follow up meetings, outside of this structure, should take place if issues and discussions arise.

Duration: Approximately 2 hours

Location: Alternate annually between ITD and IDFG HQ facilities

Responsible party for organization of meeting and agenda: IDFG Program Coordinator and ITD Environmental Services Manager

Considerations:

- Plan ahead – Schedule the meeting at least two months prior to proposed date to ensure participation from all parties
- Take good notes –consider designating a note taker

Topics to discuss:

- Identify a process for what new data will be collected, how it will be collected and the process for developing the tools
- Create a clause regarding the standard for acceptance of sister agencies’ data
- Work towards 24/7 data access between agencies
- Provide for a project milestone “checklist” to ensure data sharing and resulting actions occur
- Address staffing issues
- Work towards data sharing online as much as possible, particularly with existing resources (e.g. ITD Planning Network (IPLAN), Crucial Habitat Assessment Tool (CHAT), etc.)
- Challenges associated with interpretation/explanation of data and any restrictions on its use
- Identify the lifespan of data
- Set a timeframe for providing official responses between agencies

Tracking Progress

- Send out notes to all participants and upper-level management
- IDFG Program Coordinator and Environmental Section Manager to follow up every quarter with attendees on action items, issues and questions related to the above topics.

Exhibit B

TEMPLATE

COOPERATIVE AGREEMENT
FOR
IDAHO DEPARTMENT OF FISH AND GAME /
IDAHO TRANSPORTATION DEPARTMENT
PROJECT NO. A0 _____
(Project Name)
(Key No.)

PARTIES

THIS Cooperative Agreement is made and entered into this _____ day of _____, _____, by and between the Idaho Transportation Department, hereafter called ITD and the Idaho Department of Fish and Game, hereafter called the IDFG.

PURPOSE

The purpose of this agreement is to use the expertise of IDFG staff to complete biological evaluations needed for ITD project development.

The work covered by this Agreement for Project No. >>>>> is >>>>>, as shown on the attached Exhibit A, Scope of Work.

The Parties Agree As Follows:

The IDFG agrees to:

1. Provide an estimate of the approximate cost, time and schedule for the work noted on Exhibit A.
2. Bill the ITD for reimbursement of actual expenses. IDFG will maintain complete records and submit an itemized invoice of all manpower, materials and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:
 - a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
 - b. Material – Costs of new material utilized on the project shall be supported by copies of invoices.
 - c. Out-of-pocket expenses – All expenses shall be supported by copies of receipts.
 - d. The record system will be such that all costs can be traceable from all billings through the ledgers and the source document.

3. Conduct all services using qualified personnel.
4. Deliver a monthly progress report to ITD unless otherwise noted in Exhibit A. The progress report shall include the status of budget and schedule, % complete, and any potential changes to the scope of work.
5. Deliver the product within the schedule and budget noted in Exhibit A.
6. Deliver documents in a format shown in Exhibit A.

The ITD agrees to:

1. Provide additional information requested by IDFG in a timely manner.
2. Make all appropriate payments to IDFG, based on quarterly billing requests.

TERM OF AGREEMENT

This Agreement shall become effective on the first date written above and remain in full force and effect until amended, replaced upon the mutual consent of the ITD and IDFG or performance of the above conditions are not being met satisfactorily by any party. Either party may terminate this Agreement upon written notice to the other signatory agency.

EXECUTION

This Agreement is executed for the ITD by its District Engineer and executed for IDFG by the Chief of the Bureau of Administration.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

IDAHO DEPARTMENT OF FISH AND GAME

Chief of Administration

Exhibit C

(Sample) Annual ITD District/ITFG Region Coordination and Planning Meeting

Attendees:

Idaho Transportation Department	Idaho Department of Fish and Game
District Senior Environmental Planner	Regional Conservation Officer
District Senior Transportation Planner	Regional Environmental Biologist
District Maintenance Engineer	Regional Habitat Manager
District GIS Analyst	

Responsible party for organization of meeting and agenda: ITD District Senior Environmental Planner unless otherwise mutually agreed.

Communication Best Practices:

- Plan ahead – at least two months prior to meeting date to ensure participation from all parties
- Consider designating a note taker or bringing someone in to transcribe notes for participants
- Field Trip of current and future project sites – to increase understanding of critical habitat and areas of concern before or after the regular meeting.

(Sample) Agenda items:

- Share and update district/region staffing flow charts with contact information and preferred method of contact
- Introduce any new staff and exchange contact information
- Review MOU and/or assign ITD/IDFG counterparts to review their relevant sections and ensure appropriate parties are adhering to the language of the MOU and providing listed resources and information.
- Check-in on MOU effectiveness. Where are good things happening? Where do we need improvement? Do any amendment suggestions need to be proposed?
- Review upcoming projects on the ITIP.
- Scoping of future projects not yet on the ITIP.
- Discuss opportunities for wildlife crossing improvements and inclusion with current highway construction projects
- Discuss and evaluate joint funding sources for wildlife crossings
- Discuss opportunities for staff sharing
- Report on road kill removal plans and progress
- Broad discussion on types of impacts transportation projects often have on habitat and wildlife
- Share successes and develop action items for jointly draft new releases and success stories.
- Identify and share grant and funding opportunities. Develop action items for follow up on grants and funding.
- Effectiveness of data sharing protocols and developments
- Discuss other Region/District specific concerns

Post-Meeting Items

Distribute notes, including action items and responsible parties.

Exhibit D

District/Region Road Kill Removal and Disposal Protocols

Participants:

Idaho Transportation Department	Idaho Department of Fish and Game
District Operations Engineer	Regional Manager
District Maintenance Foremen	Regional Conservation Officers

Sample of items to consider for protocols:

Removal:

- What types of road killed animals will be removed from the road prism?
- What is the protocol for handling wounded animals?
- How far does an animal need to be moved? Outside the fog line? Out of sight?
- Are scavenger species a concern with road kill?
- Does the removal protocol change based on the season and weather?

Disposal:

- What constitutes proper disposal?
- Who will pay for any disposal fees?
- Where are approved disposal locations?

Coordination:

- What is proper protocol for removal and handling of protected species?
- How do we minimize double counting between ITD personnel and IDFG personnel as well as the traveling public?
- How often will the plan be updated?
- How will the plan be disseminated to all personnel?
- Who is the point of contact at each agency regarding road kill?

Safety:

- What are the safety concerns with road kill removal?
- What can be done to minimize these concerns?