COOPERATIVE AGREEMENT
BETWEEN
IDAHO DEPARTMENT OF FISH AND GAME AND
THE IDAHO TRANSPORTATION DEPARTMENT
FOR
PROJECT NO. A014(054), A019(913), A019(606) & A019(711)
TARGHEE PASS(JCT 87 TO Montana state line, phase 1 & 2)
US-20 CHESTER TO MONTANA SAFETY CORRIDOR PLAN &
ASHTON HILL BRIDGE TO DUMPGROUND ROAD

PURPOSE

PARTIES

THIS COOPERATIVE AGREEMENT is made and entered into this the 21st day of February, 2017, by and between the Idaho Transportation Department, hereafter called ITD, and the Idaho Department of Fish and Game, hereafter called the IDFG. This Agreement is entered into pursuant to MOU signed between the parties in 2015.

PURPOSE

The purpose of this agreement is to use the expertise of IDFG staff to inform and assist ITD project design and support ITD NEPA documents and permitting needed for ITD project development. ITD and IDFG desire to increase the safety on state highways by identifying and implementing measures to reduce the wildlife-vehicle collision (WVC) rate.

GENERAL

1. This agreement is entered into for the purpose of defining communication, objectives, protocols, authorization process, billing and the total allowable charges.
2. The IDFG Agreement Administrator will be Gregg Servheen. The ITD Agreement Administrator will be Engineering Manager, Karen Hiatt.
3. ITD understands that this agreement may also pay for a consultant hired to work for IDFG.
4. While IDFG employees or consultants are working on this agreement they are acting as agents of IDFG.
5. In the event of dispute, the parties agree to bear their own costs.

FINANCING

The agreement amount shall not exceed $300,000.00. For services rendered in performing the activities described herein. ITD will compensate IDFG on a monthly basis at the following hourly rate:

- Hourly rate will be fixed at $48.00/hour and shall be the fully burdened rate, including overhead and operational costs associated with these activities.

IDFG will submit a monthly invoice to the ITD Agreement Administrator at the following address:
Electronic Submittal:
Karen.hiatt@itd.idaho.gov

Hard Copy Mail:
ITD
P.O. Box 97
Rigby, ID 83442
Attn: Karen Hiatt

Each invoice shall contain the following information:
- Period of Performance for invoice
- No. of Hours for Personnel
- Total Amount

RESPONSIBILITIES

The IDFG agrees to:

1. Work with ITD to determine specifics of scope and schedule for work outlined here.
2. Deliver a monthly progress report to ITD unless otherwise agreed upon. The progress report shall include the status of budget and schedule, % complete, and any potential changes to the scope of work.
3. Deliver the products within schedule and budget.
4. Develop programmatic and site specific information and criteria on wildlife – vehicle collisions, wildlife crossings, wildlife connectivity, and wildlife crossing designs.
5. Develop and synthesize the latest science and design information for best management practices to reduce WVCs, improve highway safety, provide for wildlife connectivity, evaluate road kill data, and mitigate impacts to drivers from wildlife-vehicle collisions (WVC) due to wildlife movements across roads.
6. Develop US-20 design, siting, and performance standard concepts for wildlife crossing and connectivity to reduce wildlife – vehicle collisions, provide wildlife connectivity, increase highway safety and improve ITD project delivery.
7. Develop wildlife benefits statement(s) on wildlife-vehicle collisions, crossing design, guidelines, performance standards, measures, and site specific recommendations.
8. Provide input on permitting in support of ITD project development and schedule.
9. Provide the personnel, knowledge, skills, and expertise to execute this amendment.
10. Communicate with permitting agencies, ITD environmental study contractors and public to aid in the execution of US-20 projects and planning and related ITD activities.
11. Communicate and coordinate ITD-related activities within the IDFG to improve highway safety, transportation project delivery, and WVC mitigation.
12. Lead the development of a committee to facilitate innovative options to minimize wildlife road mortalities as well as migration corridors for wildlife in this area that will aid in the overall conservation of wildlife in Idaho.

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.
3. Evaluate for incorporation into US - 20 projects and planning the design, BMP, performance standard concept recommendations made by IDFG.
4. Select and incorporate those IDFG recommendations for permit applications, design concepts, BMPs, and performance standards that best suit ITD projects, planning, and programs.
5. Assist IDFG with development of ITD programmatic designs, BMPs, measures, and performance standards for reducing wildlife-vehicle collisions and improving wildlife connectivity for the benefit of economic, safe, and timely ITD project planning and delivery.
6. Analyze WVC mitigation measures for feasibility along the corridor.

EXECUTION

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

TERM OF AGREEMENT

This Agreement shall be effective 3 years from the date signed, become effective on the first date written above and remain in full force and effect until amended, replaced or terminated. Either party may terminate this agreement upon written notice to the other.

APPROVALS

[Signature]
ITD District 6 Engineer
Date
IDAHO TRANSPORTATION DEPARTMENT

[Signature]
Chief of Administration
Date
IDAHO DEPARTMENT OF FISH AND GAME
Michael S. Pearson, Chief
Bureau of Administration