Your Safety • Your Mobility
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AGREEMENT FOR A SPECIAL EVENT ON STATE HIGHWAYS – STATE AGENCY SPONSOR

ITD 0269 (Rev. 08-18)
itd.idaho.gov

THIS AGREEMENT, made and entered into this _____ day of _____,

_____(year), by and between the Idaho Transportation Department, hereafter called the

"Department," and _____,

whose address is: _____,

and phone number is: _____, hereinafter called the "Sponsor," and as used

herein denotes singular or plural thereof.

WHEREAS, the Sponsor proposes to conduct a _____ event called the
(parade, bike, race, etc.)

_____, located in _____,

on_____ from Milepost_____ to Milepost _____
(Highway name or designation)

on the following date(s) _____,

from _____ until _____ and
(Start time) (End time)

WHEREAS, authority for this Agreement is established by Section 40-310, Idaho Code, and the

parties do hereby mutually agree as follows:

SECTION I: THE SPONSOR SHALL:

Prior to completion of this agreement.

Obtain approval from pertinent Law Enforcement Agencies for the specific event and forward the letters of approval to the Department.

Contact the appropriate District or Headquarters' Traffic section for further assistance in determining the minimum insurance coverage required for all events.

Allocation of Risk Between Two State Agencies.

Both state agencies shall be responsible only for the acts, omissions or negligence of such agency's own Employees. The parties, including for purposes of this section the Benefiting Idaho Agency, acknowledge that all parties 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 parties upon receipt of notice or in the event it has knowledge of any claim or damage arising out of the Agreement.

Nothing in the Contract shall extend the tort responsibility or liability of any Public Entity 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 the Agreement shall be allocated to the parties by the Division of Risk Management for purposes of the respective loss experiences and subsequent allocation of self-insurance assessments.

Each party shall be responsible for damage to property of the other parties caused by its Employees in the performance of the Agreement. If property damage arises in the performance of the Agreement and is covered by the Risk Program, the Division of Risk Management shall charge the damage or loss to the responsible State of Idaho Agency's loss history, and the responsible party shall pay the deductible, if any.

If a claim or damage is not covered by the Risk Program, the responsible Idaho Public Agency shall pay the costs arising from such claim or damage. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim of damage.

Required Insurance Coverage.

Both parties to this Agreement are "governmental entities," as defined under Idaho Tort Claims Act, specifically, Idaho Code § 6-902, as well as a "public employer," as defined under Idaho Worker's Compensation law, specifically, Idaho Code § 72-205. As such, both agencies shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code section 6-924 (not less than $500,000), as well as worker's compensation coverage for its employees, as required under Idaho Code § 72-301. Liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered in whole or in part, by the State of Idaho's Retained Risk Account, as provided under Idaho Code § 6-919. Both State agencies shall cover its liability for worker's compensation through the State of Idaho's State Insurance Fund, as provided under Idaho Code § 72-301.

All participants, support personnel and media personnel must conform to the rules set forth in Administrative Policy A-12-02, "Special Events on State Highways."

File a Traffic Control Plan.

The Sponsor must submit a traffic control plan to the Department for approval at least twenty (20) working days in advance of the event date(s). Events that delay traffic longer than 15 minutes are required to develop a detour route. The traffic control plan should indicate positive traffic control at the beginning of the detour, a safe two-way traffic route designed to accommodate commercial truck traffic, and clearly defined turns in the detour. Signing, flagging, and all traffic control devices where required, shall be installed, operated and maintained in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

Traffic control devices (signs, barricades, cones, tubular markers, drums, flagger paddles, etc.) shall be the responsibility of the Sponsor. When directed by the District Engineer, signing and traffic control for high volume, high-speed event sites shall be done by or under the supervision of law enforcement officers that are certified in or recognized by the State of Idaho. If requested by the Department, the Sponsor will meet with cities, law enforcement agencies and the Idaho Transportation Department at_____on_____
(at least a week prior to the event) for traffic control briefing.

Bicycle events which do not have law enforcement escorts as a part of their traffic control plan, shall require that participants to ride as close as possible to the right hand (RH) edge of the roadway in single file formation, except when passing.

Appoint a "Liaison" Officer.

Herein named _____
Name

_____ _____
Address Phone

The Liaison Officer shall report regularly to the District or the Headquarters' Traffic Section, as appropriate, and shall be readily available to ensure clear communication and appropriate coordination between the Department and the event Sponsor.

During the course of any special event no set of guidelines can anticipate all situations that may arise. If it becomes necessary to adapt the Department's requirements to specific problem areas, the Sponsor shall attempt to notify the Department immediately and make any necessary modifications within the guidelines of the Special Events policy and the Manual on Uniform Traffic Control Devices.

SECTION II: THE DEPARTMENT SHALL:

Prior to completion of this Agreement.

Approve the traffic control plan or notify the Sponsor of any traffic control plan deficiencies as soon as possible.

If an event is not approved, the Sponsor shall be notified, as soon as possible, so alternate plans can be made.

If there is a reason to believe an illegal (non-approved) event will be held, law enforcement agencies with jurisdiction in the area of the special event shall be advised in writing by the Department to document notification.

Grant Written Permission.

Herein signified by completion of this Agreement, after the Department is satisfied that all interested parties are best served.

The District Engineer shall approve intra-district events and the Assistant Chief Engineer (Operations) shall approve inter-district events. The Overlegal Permits Section will be notified by the issuing Department of approved events to determine if the event vehicles need a Special Permit. Pertinent law enforcement agencies should also be notified of all approved events.

In agreement of the afore-mentioned requirements, we, the Sponsor, shall comply.

Sponsor: **Representing:**

_____ _____
(State Agency's Authorized Representative)

_____ _____
Phone Number Date

_____
Email Address

Notary for State Agency Sponsor:

SUBSCRIBED AND SWORN to before this _____ day of _____.
Month and Year

_____
Notary Public for Idaho
Residing at _____
Commission expires: _____

Subject to all terms, conditions, and provisions of this Agreement and attachments, permission is hereby granted.

IDAHO TRANSPORTATION DEPARTMENT

By: _____ Date: _____
District Engineer/Authorized Representative

By: _____ Date: _____
Highway Operations Engineer,
if applicable

By: _____ Date: _____
Local Official, if applicable

_____
Title

Notary for Department:

SUBSCRIBED AND SWORN to before this _____ day of _____.
Month and Year

_____
Notary Public for Idaho
Residing at _____
Commission expires: _____