



## Idaho Adopt-A-Wildlife Fence Program Agreement Terms and Conditions

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The Idaho Transportation Department, hereinafter called ITD, Idaho Fish and Game, hereinafter called IDFG, and \_\_\_\_\_, hereinafter called the Volunteer Group, recognizes the need and the desirability for maintained wildlife fencing and are entering into this Adoption Agreement, hereinafter called the Agreement.

By signing below, the Volunteer Group, both jointly and severally, acknowledges the hazardous nature of the work and agrees, both jointly and severally, to the following terms and conditions:

- The Volunteer Group contact serves as spokesperson for the Volunteer Group and is the Volunteer Group's contact with ITD. Any change in contact information shall be provided to ITD's District Volunteer Services Coordinator.
- The Volunteer Group alternate contact serves as spokesperson for the Volunteer Group when ITD is unable to locate the Volunteer Group contact.
- Individual/family volunteer groups will provide the name, daytime telephone number, cell phone number, email address, and mailing address of the group's contact. In addition to contact information, all employee, civic/fraternal, law enforcement, and miscellaneous volunteer groups will provide alternate contact information. Applications received without this information will not be approved and will be returned to the applicant. Schools or school affiliated organizations must provide a school faculty member as contact or alternate contact. Applications received from organizations, schools, or school affiliated organizations without this information will not be approved and will be returned to the applicant.
- Participants of the Volunteer Group agree to obey and abide by all laws and regulations relating to safety, and such terms and conditions as may be required by the District Engineer for special conditions on a particular adopted section.
- Adopt-A-Wildlife Fence volunteer efforts include twice yearly inspection, brush removal, minor repairs and litter pickup to designated parts of ITD owned wildlife fencing. At this time this program is limited to US 30 mileposts 371 to 378 and I-15 Mileposts 58.5 to 63.5.
  - Minor Repairs are defined as patching wire, re-stapling fencing to posts, and flagging and reporting major repair work needed to the Volunteer Services Coordinator.
  - Dates of work is to be once in May/June and once in August/September to avoid times when wildlife may be vulnerable.
- Participants may not enter onto private property without the property owner's written permission (ITD can supply access permission forms upon request). Vehicles may not be parked on private property without the property owner's consent.
- Before participating in the program, every volunteer shall be required to review three safety handouts: *Guidelines for Litter Pickup/Traffic Control Plan for Volunteer Group Litter Pickup*; *Safety Tips*; and *Bag It, Move It or Leave It?*; which are provided in the Information/Application Packet. Every Volunteer Group shall conduct at least one safety meeting per year.
- While participating in volunteer activities, every participant shall wear a reflective safety vest provided by ITD.

- Every Volunteer Group shall inform all participants of the possible presence of dust, exhaust fumes, plant pollens, sprays, etc. Any participant who may have allergic reactions to any of these conditions should be advised to refrain from participating in volunteer activities.
- Participants shall not pick up syringes, needles, possible drug paraphernalia, dead animals, and materials that appear to be toxic, hazardous, or contaminated with blood or urine. The Volunteer Group contact shall notify ITD of the location of these types of items.
- Each Volunteer Group shall be responsible for maintaining a first-aid kit and providing adequate drinking water while participating in volunteer activities.
- The Volunteer Group shall obtain required supplies and materials from ITD during regular business hours. Supplies are obtained by the Volunteer Group contacting the ITD District Volunteer Services Coordinator.
- ROADSIDE FENCE REPAIRS/LITTER PICKUP traffic control signs (48" x 48" roll-up) shall be obtained from ITD (except in adopted segment areas having drop-down traffic control signs), properly set up by the Volunteer Group prior to beginning work and returned to ITD within two working days of the Volunteer Groups scheduled activity.
- Unused supplies furnished by ITD shall be returned to ITD within two working days. At the discretion of the District Engineer, reflective safety vests and supplies may be checked out to the Volunteer Group for longer periods of time.
- The Volunteer Group shall be responsible for placing litter in trash bags furnished by ITD. Trash bags shall not be overfilled and shall be tied. Trash bags shall be placed on the roadway shoulder and behind guardrail, when present. Trash bags shall not be placed on or under bridges. Where possible, trash bags shall be grouped in areas with good sight distance and roadway shoulder sufficient for safe pick up by ITD.
- No person or group shall be denied the opportunity to participate in this program based on race, color, gender, sexual orientation, religion, national origin, age, disability, veteran status, marital status, political options or affiliations, or religious opinions or affiliations as provided in Administrative policy A-18-10 and Board policy B-18-10, Harassment in the Workplace.
- Each Volunteer Group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages or illegal drugs while on the adopted section.
- When participants are younger than 18 years of age, the Volunteer Group shall furnish supervision by a minimum of one adult for every 10 participants younger than 18 years of age.
- Volunteer Group members shall be required to sign the release form ITD 2870, Volunteer Release of Liability. Participants younger than 18 years of age must have their release form ITD 2871, Volunteer Release of Liability for Participants Under Age 18, signed by a parent or guardian **before** participating in the Program.
- The Volunteer Group shall examine and affect minor repairs to the fence line a minimum of two times a year, or more frequently as indicated the Program Agreement Terms and Conditions; Additional terms and conditions on page three.
- Volunteer Groups shall adopt a section of fence line approximately 2 miles in length when possible. Shorter sections may be adopted when conditions prohibit adopting 2 miles.

- Volunteer Groups shall be required to adopt a section for two years.
- Every Volunteer Group shall have the option of renewing the Agreement subject to the approval of the District Engineer, the Volunteer Services Coordinator, and continuation of the Program by ITD.

ITD agrees to accomplish the following:

- ITD shall erect an Adopt-A-Wildlife Fence sign as near as possible the adopted section. The sign will display the Volunteer Group's name or acronym as approved by ITD.
- Signs shall not contain any contact information, directions, slogans, logos, or phone numbers. Internet addresses shall not be displayed on signs unless they are the official name of the business as registered with the Office of Secretary of State.
- ITD shall provide reflective safety vests, trash bags, traffic control signs, and safety literature for the use of Volunteer Groups.
- To the extent possible, ITD shall remove the filled trash bags from the roadsides the first ITD workday following the Volunteer Group's pickup.

Additional terms and conditions:

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The Volunteer Group acknowledges and agrees that if any actions by the Volunteer Group relative to the performance of this Agreement are determined to be contrary to any legislative restrictions or any restrictions on the use of appropriated funds for political activities or ITD policy, rules, or procedures, ITD shall have the right to take any and all necessary remedial actions, including, but not limited to, the removal of the recognition signs displaying the Volunteer Group's name or acronym. If, in the sole judgment of ITD, it is found that the adopting Volunteer Group is not meeting the terms and conditions of this Agreement, upon 30 days' notice ITD may terminate the Agreement and remove the recognition signs. This Agreement may be modified in scope or altered in any other manner at the sole discretion of ITD. ITD reserves the right to modify or cancel the Adopt-A-Wildlife Fence Program at any time and for any reason at the sole discretion of ITD. ITD and the Volunteer Group both recognize and agree that the Volunteer Group shall act as an independent contractor without compensation or status as a state employee.

ITD recognizes \_\_\_\_\_  
 (Volunteer Group Name)

as the adopting Volunteer Group for the following roadway section:

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The Volunteer Group accepts the responsibility of picking up litter on this section of highway and promoting a litter-free environment in the community for a period beginning as outlined in this Agreement.

\_\_\_\_\_, 20\_\_\_, and ending \_\_\_\_\_, 20\_\_\_

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| Authorized Signature for Volunteer Group | Signature, District Engineer, Idaho Transportation Department |
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