

Idaho Adopt-A-Highway Program Agreement Terms And Conditions



The Idaho Transportation Department, hereinafter called ITD, and _____, hereinafter called the Volunteer Group, recognize the need and the desirability of litter-free highways 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 person serves as spokesperson for the Volunteer Group and is the Volunteer Group's contact with ITD. Any change in contact person information shall be provided to the District Adopt-A-Highway Coordinator and ITD's Volunteer Services Coordinator.
- The Volunteer Group Alternate Representative serves as spokesperson for the Volunteer Group when ITD is unable to locate the Volunteer Group contact person.
- All Volunteer Groups, with the exception of individual/family groups, shall provide the names, daytime telephone numbers, and e-mail addresses of the Contact Person and Alternate Representative. Schools or school affiliated organizations must provide a school faculty member as the contact person or alternative representative. Applications received from organizations, schools, or school affiliated organizations without this contact information shall not be approved and shall 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.
- 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 Adopt-A-Highway Information/Application Packet. Every Volunteer Group shall conduct at least one safety meeting per year.
- While participating in litter pickup 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 the litter cleanups.
- 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 person 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 litter pickup.
- The Volunteer Group shall obtain required supplies and materials from ITD during regular business hours. Supplies are obtained by the Volunteer Group by completing form ITD 2863, Adopt-A-Highway Equipment Request.

- ROADSIDE 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 the cleanup, and returned to ITD within one week after the cleanup has been completed.
- Unused supplies furnished by ITD shall be returned to ITD within one week following each cleanup. At the discretion of the District Engineer, safety vests and trash bags 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.
- Persons or Volunteer Groups shall not be denied the opportunity to participate in this program because of their race, religion, color, age, sex, or national origin.
- Volunteer Groups that promote racial intolerance or harassment are not eligible to participate in this program.
- 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.
- 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 Adopt-A-Highway Program.
- The Volunteer Group shall pick up litter a minimum of two times a year, or more frequently if needed. Volunteer Groups will complete an ITD 2774, Adopt-a-Highway Cleanup Report for each pickup and send the card to ITD's Volunteer Services Coordinator.
- Volunteer Groups shall adopt a section of roadway that is 2 miles long, 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 Adopt-A-Highway Program by ITD.

ITD agrees to accomplish the following:

- ITD shall erect an Adopt-A-Highway sign at each end of the adopted section or contiguous sections. The signs will display the Volunteer Group's name or acronym as approved by ITD.

- ITD shall provide 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:

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 Adopt-A-Highway 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 Adopt-A-Highway 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-Highway Program at any time and for any reason at the sole discretion of ITD.

ITD and the Volunteer Group both recognize and agree that in no event shall ITD have the right to control the Volunteer Group in performing the actual details of picking up litter from the section of roadway adopted by the Volunteer Group and, in picking up litter, the Volunteer Group shall act as an independent contractor.

ITD recognizes _____
(Volunteer Group Name)

as the adopting Volunteer Group for the following roadway section:

The Volunteer Group accepts the responsibility of picking up litter on this section of highway at least two times per year and promoting a litter-free environment in the community for a period beginning

_____, 20____, and ending _____, 20____

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