

## Montana Adopt-A-Highway Program Agreement Terms and Conditions

The Montana Department of Transportation (MDT), and Volunteer Group, recognize the need and the desirability of litter-free highways and are entering into this Agreement as part of the Adopt-A-Highway litter control program.

### GENERAL TERMS AND CONDITIONS

1. Participation in the program is open to members or employees of civic and nonprofit organizations; employees of private businesses and governmental entities; families; and individuals.
2. The Montana Department of Transportation may consider such factors as width of right of way, geometrics, congestion, and sight distance of roadways in determining what sections of highways shall be eligible for adoption.
3. Persons or Volunteer Groups shall not be denied the opportunity to participate in this program because of their race, sex, color, or national origin. Volunteer Groups that promote intolerance or harassment are not eligible to participate in this program. Further, MDT reserves the right to deny any group's request if it is perceived to be contrary from the agency's mission statement.
4. The Volunteer Group agrees to indemnify and hold harmless MDT and its employees from all liability, judgments, costs, expenses and claims of any nature whatsoever to any person or property arising out of the performance or non-performance of their work.
5. The Volunteer Group may not subcontract or assign its duties or responsibilities to any other group, organization or enterprise without the written approval from MDT.
6. The Volunteer Group shall have the option of renewing the Agreement subject to the approval of the District Administrator, the Volunteer Services Coordinator, and continuation of the Adopt-A-Highway Program by MDT. Renewal Notices will be sent by MDT prior to the expiration of the two-year term, and must be returned by the Volunteer Group within 30 days of receipt.
7. MDT reserves the right to terminate the Agreement and remove the Adopt-A-Highway sign based upon the following reasons;
  - The highway section adopted is later deemed unsafe for the Adopt-A-Highway program.
  - The Volunteer Group does not pick-up litter a minimum of two times per year.
  - The Volunteer Group does not respond to the Renewal Notice within 30 days.
  - The Volunteer Group does not respond to correspondence from MDT.

8. The Volunteer Group acknowledges MDT is generally prohibited by law from expending any funds, directly or indirectly, for the purpose of influencing the outcome of any election or the passage or defeat of any legislation. The Volunteer Group agrees if any actions by the Group relative to the performance of this Agreement are determined to be contrary to any legislative restrictions or any restriction of the use of appropriate funds for political activities, MDT shall have the right to take any and all necessary remedial actions, including but not limited to, the removal of the erected signs displaying the Volunteer Group's name or acronym.
9. If, in the sole judgment of MDT, it is found that the adopting Volunteer Group is not meeting the terms and conditions of this Agreement, upon 30 days' notice MDT 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 MDT. MDT reserves the right to modify or cancel the Adopt-A-Highway Program at any time and for any reason at the sole discretion of MDT.
10. MDT and the Volunteer Group both recognize and agree that in no event shall MDT 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.

#### **VOLUNTEER GROUP OBLIGATIONS**

1. The Volunteer Group agrees to pick up litter on this section of highway and promote a litter-free environment in the community during the term of this Agreement.
2. The Volunteer Group, both jointly and severally, acknowledges the hazardous nature of the work and agrees, both jointly and severally, to the Terms and Conditions of this Agreement. 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 Administrator for special conditions on a particular adopted section.
3. The Volunteer Group contact person serves as spokesperson for the Volunteer Group and is the Volunteer Group's contact with MDT. Any change in contact person information will be provided to the District Adopt-A-Highway Coordinator.
4. The Volunteer Group Alternate Representative serves as spokesperson for the Volunteer Group when MDT is unable to locate the Volunteer Group contact person. All volunteer groups will provide the name and daytime telephone number of the Alternate Representative.
5. Volunteer Groups must adopt a section of roadway that is **two (2) miles long unless otherwise stated on the Agreement.**
6. Volunteer Groups must adopt a section for a **two (2) year term.**
7. No participants under the age of 10 are allowed unless authorized by MDT. When participants are under 15 years of age, the Volunteer Group shall furnish adult supervision equal to one adult per each five participants.

8. The Volunteer Group must pick up litter a minimum of twice a year.
9. The Volunteer Group shall obtain required supplies and materials from MDT during regular business hours.
10. Individuals must wear MDT-supplied safety vests during the litter pickup.
11. If safety signs are in place on permanent sign supports, the safety signs must be opened during work and then closed again immediately after the cleanup has been accomplished. If no permanent safety signs are in place, temporary safety signs and sign standards must be used during actual clean-up.
12. The Volunteer Group is responsible for placing litter in trash bags furnished by MDT. The bags must be tied and placed on the roadway shoulder for pickup by MDT.
13. Volunteer Groups must conduct safety meetings before each clean-up, and review the safety information & video available on the MDT website [http://mdt.mt.gov/pubinvolve/hwy\\_adoption.shtml](http://mdt.mt.gov/pubinvolve/hwy_adoption.shtml)
14. Participants must not pick up syringes, needles, dead animals, and materials that appear to be toxic, hazardous, or contaminated with blood or urine. The volunteer group contact person must notify MDT of the location of these types of items.
15. Each Volunteer Group must maintain a first-aid kit and adequate drinking water while participating in litter pickup.
16. Each Volunteer Group must prohibit participants from either possessing or consuming alcoholic beverages or illegal drugs while conducting clean-up on the adopted highway section.
17. Unused materials and supplies furnished by MDT must be returned to MDT within one week following cleanup.
18. Participants between 10 and 17 years of age must have a Volunteer Release of Liability for Participants under the age 18 form signed by a parent or guardian before participating in the Adoption-A-Highway program.

### **MDT OBLIGATIONS**

1. MDT will work with the Volunteer Group to determine the specific section of the State highway right- of-way to be adopted.
2. MDT will erect an Adopt-A-Highway sign at each end of the adopted section during the two-year agreement. The signs will display the Volunteer Group's name or acronym as approved by MDT. Signs will be evaluated by MDT and removed as needed for failure to follow the Agreement or renew the Agreement in a 30-day period.
3. MDT will provide safety vests, trash bags, traffic control signs, and safety literature for the use of Volunteer Groups.

4. MDT will remove the filled trash bags from the roadsides.
5. MDT will designate parking areas to be used during the pickup.
6. MDT will remove litter from the adopted section only under unusual circumstances, e.g. to remove large, heavy or hazardous items.