

Montana Adopt-A-Highway Program Agreement Terms And Conditions

The Montana Department of Transportation, hereinafter called MDT, and

hereinafter called the Volunteer Group, recognize the need and the desirability of litter-free highways and are entering into this Adoption Agreement (Agreement).

- By signature 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: 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.
- 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.
- 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, with the exception of individual/family groups, will provide the name and daytime telephone number of the Alternate Representative.
- Participants must park private vehicles only in areas designated by MDT.
- When participants are 15 years of age or younger, the Volunteer Group shall furnish adult supervision equal to one adult per each ten participants.
- Volunteer Groups shall conduct at least two safety meetings per year. Participants must attend a safety meeting conducted by the Volunteer Group before participating in a cleanup. Discussion notes and attendance records must be kept for each meeting. A copy of the Group Safety Meeting form and minutes from the meeting must be returned to MDT after each meeting.
- Participants shall 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 will notify MDT of the location of these types of items.
- Each Volunteer Group shall be responsible for maintaining a first-aid kit and adequate drinking water while participating in litter pickup.
- The Volunteer Group shall obtain required supplies and materials from MDT during regular business hours.
- If fold-down signs are in place on permanent sign supports, they must be opened during work and then closed again immediately after the cleanup has been accomplished. If not, signs and sign standards must be used for temporary signage.
- The Volunteer Group shall be responsible for placing litter in trash bags furnished by MDT. The bags shall be tied and placed on the roadway shoulder for pickup by MDT.

- 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.
- Each Volunteer Group shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages or illegal drugs while on the adopted section.
- The Volunteer Group shall pick up litter a minimum of three times a year, and at such additional times as required by the District Administrator (generally, Spring, Summer and Fall).
- Volunteer Groups shall adopt a section of roadway that is two (2) miles long.
- Individuals must wear MDT-supplied safety vests during the litter pickup.
- The Volunteer Group may not subcontract or assign its duties or responsibilities to any other group, organization or enterprise.
- Volunteer Groups shall be required to adopt a section for two (2) years.
- 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.
- Unused materials and supplies furnished by MDT shall be returned to MDT within one week following cleanup.
- Every 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.

Additional terms and conditions imposed by the MDT:

MDT agrees to accomplish the following:

- Work with the Volunteer Group to determine the specific section of the State highway right-of-way to be adopted.
- MDT will erect an Adopt-A-Highway sign at each end of the adopted section. The signs will display the Volunteer Group's name or acronym as approved by MDT.
- MDT will provide safety vests, trash bags, traffic control signs, and safety literature for the use of Volunteer Groups.
- To the extent possible, MDT will remove the filled trash bags from the roadsides the first MDT workday following the Volunteer Group's pickup.
- Designate parking areas to be used during the pickup.
- Remove litter from the adopted section only under unusual circumstances, i.e., to remove large, heavy or hazardous items.

The Volunteer Group acknowledges that 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.

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.

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.

MDT 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 three 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 Maintenance Chief or Designee,
Montana Department of Transportation

Name

District Adopt-A-Highway Coordinator:

Address:

Name

City, State Zip

Address:

Telephone

City, State Zip

Alternate Representative for Group:

Telephone

Name

Address:

City, State, Zip

Telephone