

The Idaho Transportation Department, hereinafter called ITD, and \_\_\_\_\_

hereinafter called Volunteers (whether a volunteer group or volunteer individual), recognize the need and desirability of using Volunteers for ITD approved activities and enter into this Agreement, hereinafter called the Agreement.

By signing below, Volunteers acknowledge the potential of hazardous work in high-speed traffic areas and both jointly and severally, agree to the following terms and conditions:

## General Information

- Volunteers act as independent contractors when participating in the Volunteer Services Program.
- The Volunteer Group Contact serves as the spokesperson for the Volunteer Group and serves as the contact with ITD. Any changes in contact information shall be provided to the District Volunteer Services Coordinator. The Volunteer Group Alternate Contact serves as the group spokesperson when the Volunteer Group Contact is unavailable.
- Volunteers Groups will provide the name, daytime phone number (may list a cell number) email address and mailing address of the group contact and alternate group contact. Schools and School affiliated organizations (excluding fraternities and sororities) must provide a school faculty member as either the primary or the alternate contact. Applications received without this information will be rejected back to the applicant.
- Volunteers 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 or the Idaho Transportation Department.
- Each volunteer shall be required to sign the Volunteer Services Release of Liability form before participating in the Volunteer Services Program. Release of Liability forms are provided with the application packet. It is the responsibility of the Group Contact (or Alternate Group Contact) to provide updated Release of Liability forms to ITD **prior** to the group activity.
- Each volunteer younger than 18 years of age must have a separate Release of Liability form signed by a parent or guardian before participating in any Volunteer Services Program activity. Release of Liability forms are provided with the application packet. It is the responsibility of the Group Contact (or Alternate Group Contact) to provide updated Release of Liability forms to ITD **prior** to the group activity.
- The Volunteer Group must furnish adult (18+) supervision with a minimum of one adult for every 10 participants between the ages of 14 up to 18 years of age and one adult for each five participants under the age of 14.
- No person or group will be denied the opportunity to participate in ITD Volunteer programs because of race, color, age, gender, national origin, veteran status, marital status, political opinions or affiliation, religious opinions or affiliation or disability as provided in Administrative Policy A-18-10 and Board Policy B-18-10, Harassment in the Workplace.
- **Groups or individuals** that promote racial intolerance or harassment are not eligible to participate in ITD Volunteer program opportunities.
- Volunteers are prohibited from either possessing or consuming alcoholic beverages or illegal drugs while participating in the Volunteer Services Program.
- Supervisors of volunteers required to operate ITD vehicles as part of their volunteer duties must complete form ITD 1211, Supervisor's Request for ITD Driving Authorization. Volunteers are subject to the same rules and regulations as ITD employees when operating ITD vehicles. The Safety and Risk Management Office shall process applications and issue Driver Authorization Permits.

## Roadside Service

- Before participating in Volunteer activities each volunteer is 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 Volunteer Services Application Packet.
- All Volunteers should be aware of the possible presence of dust, exhaust fumes, plant pollens, pesticides, hazardous materials, etc. on roadsides. Volunteers shall not pick up syringes, needles, dead animals or materials that appear to be toxic, hazardous, or contaminated with blood, feces or urine. The group shall use marking flags if provided to identify the location of these types of items or contact the District Volunteer Services Coordinator with directions for pick up by ITD.
- Volunteers are responsible for maintaining a first-aid kit and adequate drinking water while participating in any roadside activity.
- **Traffic control signs shall be used for roadside activities.** Signs shall be obtained from ITD and properly set up prior to any roadside activity. Refer to the Guidelines for Litter Traffic Control information.
- **Volunteers working on the roadside or at rest areas shall wear ITD-supplied Class 3 reflective safety vests during roadside activities.**
- Supplies and materials shall be reserved in advance by coordinating litter pick up or rest area activity dates with the District Volunteer Service Coordinator and obtained from ITD during regular business hours. Items shall be returned to ITD within one week following the activity. Unused supplies shall be returned to ITD.
- Specific to Adopt a Highway:
  - The Volunteer Group shall place litter in trash bags furnished by ITD. Trash bags shall not be overfilled and should be tied. Trash bags shall be placed on the roadway shoulder and behind a guardrail if present. Trash bags shall not be placed on or under bridges. Where possible the trash bags shall be grouped in areas with good sight distance and roadway shoulder width sufficient for pickup by ITD.

Volunteer Groups commit to pick up litter a minimum of twice per year. At the discretion of the District Engineer or their designee, certain highway segments may require more than two litter pickups, but no more than four, per calendar year.

- Litter pickups must be reported directly via email or phone call to the District Volunteer Services Coordinator (See enclosed contact list). **The equipment request form is not used to report litter pickup activities.**
  - Adopt a Highway Roadway sections are normally two miles in length each direction for a total of four lane miles.
  - Each Volunteer Group in good standing shall have the option to renew their Adopt a Highway Agreement for 2 year increments subject to ITD approval and contingent upon the continuance of the Adopt a Highway Program by ITD.
  - ITD will erect an Adopt a Highway recognition sign as near as possible to each end of the adopted section or contiguous sections. The signs will display the Volunteer Groups name or acronym as approved by ITD. Signs shall not contain any group contact information, directions, slogans, logos or phone numbers. Internet information or addresses shall not be displayed on the Volunteer Group signs unless they are the official name of the business as registered with the office of the Secretary of State.
  - Groups may sort out and retain recyclables. Any proceeds from recyclables belong to the Volunteer Group.
- Specific to Rest Area Activities
    - Groups must have a 501(c)-3 or 501(c)-4 status.
    - Groups may provide free non-carbonated beverages and refreshments.
    - Groups may not distribute, display or post any literature.
    - Groups may set out a voluntary donation jar.

## Responsibilities of ITD

- ITD will provide reflective safety vests, trash bags, traffic control signs and safety literature for Volunteers participating in roadside activities.
- ITD will remove filled trash bags from the roadsides following the litter pickup.
- ITD will provide wildflower seed for pre-approved participation in Operation Wildflower.
- ITD will supply materials required for graffiti removal.

## 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, cancellation of any and all agreements and the removal of any Adopt-A-Highway signs displaying the Volunteer Group's name or acronym.

If, in the sole judgment of ITD, it is found 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 any 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 Volunteer Services 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.

Volunteer Groups participating in the Adopt a Highway Program accept the responsibility of picking up litter twice yearly and reporting the cleanup to the department for the right of way section, known as:

Highway Number \_\_\_\_\_ from milepost \_\_\_\_\_ to milepost \_\_\_\_\_  
Beginning on (date) \_\_\_\_\_ 20\_\_\_\_ and ending on (Date, typically two years) \_\_\_\_\_ 20\_\_\_\_\_.

For non litter pickup activities, list the location of activity below (example, Black's Creek Rest Area Coffee)

\_\_\_\_\_  
Type of Service

\_\_\_\_\_  
Date(s) of Service

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
District Engineer or Designee

## Termination of Volunteer Services Agreement

\_\_\_\_\_  
Termination Date

\_\_\_\_\_  
Signature of ITD Volunteer Services Coordinator