



## ADOPT-A-HIGHWAY PROGRAM ADOPTION AGREEMENT TERMS & CONDITIONS

THE POST FALLS HIGHWAY DISTRICT, HEREINAFTER CALLED THE "DEPARTMENT" AND \_\_\_\_\_  
\_\_\_\_\_ HEREINAFTER CALLED THE "GROUP," RECOGNIZE THE NEED AND THE  
DESIRABILITY OF LITTER-FREE HIGHWAYS AND ENTERING INTO THIS AGREEMENT TO PERMIT THE GROUP TO CONTRIBUTE TOWARD  
THE EFFORT OF MAINTAINING LITTER FREE HIGHWAYS.

BY SIGNATURE BELOW, THE GROUP, ACKNOWLEDGES THE HAZARDOUS NATURE OF THE WORK AND AGREE, BOTH JOINTLY AND  
SEVERALLY, TO THE FOLLOWING TERMS AND CONDITIONS:

1. PARTICIPANTS OF THE 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 DEPARTMENT FOR SPECIAL CONDITIONS ON A PARTICULAR ADOPTED  
SECTION.
2. NO PERSON OR GROUP SHALL BE DENIED THE OPPORTUNITY TO PARTICIPATE IN THIS PROGRAM BECAUSE OF THEIR RACE, SEX,  
COLOR OR NATIONAL ORIGIN.
3. NO GROUP OR ORGANIZATION, WHICH PROMOTES RACIAL INTOLERANCE OR HARASSMENT IS ELIGIBLE TO PARTICIPATE IN THIS  
PROGRAM.
4. EACH GROUP SHALL CONDUCT AT LEAST TWO SAFETY MEETINGS PER YEAR. THE MEETINGS MAY BE HELD AT THE  
HIGHWAY DISTRICT OFFICE, E. 5629 SELTICE WAY, POST FALLS, ID 83814.
  - a. MINUTES TO BE KEPT ON FILE OF THESE MEETINGS. PARTICIPANTS SHALL BE REQUIRED TO SIGN A RELEASE FORM AND  
MUST ATTEND A SAFETY MEETING CONDUCTED BY THE GROUP BEFORE PARTICIPATING IN A CLEANUP.
5. EACH GROUP SHALL INFORM ALL PARTICIPANTS OF THE POSSIBLE PRESENCES OF POLLUTANTS SUCH AS DUST, EXHAUST FUMES,  
PLANT POLLENS, SPRAYS, ETC. ANY PARTICIPANTS WHO MAY HAVE ALLERGIC REACTIONS TO ANY OF THESE CONDITIONS  
SHOULD BE ADVISED TO REFRAIN FROM PARTICIPATING.
6. WHEN PARTICIPANTS ARE YOUNGER THAN 18 YEARS OF AGE, THE GROUPS SHALL FURNISH SUPERVISION BY A MINIMUM OF ONE  
ADULT FOR EVERY 10 PARTICIPANTS. PARTICIPANTS YOUNGER THAN 18 YEARS OF AGE MUST HAVE THEIR RELEASE FORM SIGNED  
BY A PARENT OR GUARDIAN.
7. GROUPS SHALL ADOPT A SECTION OF ROADWAY THAT IS AT LEAST ONE MILE LONG.
8. GROUPS SHALL BE REQUIRED TO ADOPT FOR A MINIMUM PERIOD OF TWO YEARS.
9. THE GROUP SHALL PICK UP LITTER A MINIMUM OF TWO TIMES A YEAR AND AT SUCH ADDITIONAL TIMES AS REQUESTED BY THE  
DEPARTMENT.
10. THE GROUP SHALL OBTAIN REQUIRED SUPPLIES AND MATERIALS FROM THE DEPARTMENT DURING REGULAR BUSINESS HOURS.
11. ROADSIDE LITTER PICKUP TRAFFIC CONTROL SIGNS SHALL BE OBTAINED FROM THE DEPARTMENT AND PROPERLY SET UP BY THE  
GROUP PRIOR TO BEGINNING THE CLEANUP AND RETURNED TO THE DEPARTMENT AFTER CLEANUP HAS BEEN ACCOMPLISHED.
12. PARTICIPANTS SHALL WEAR DEPARTMENT SUPPLIED AND APPROVED SAFETY VESTS DURING THE TRASH PICKUP. IT IS ADVISABLE  
PARTICIPANTS WEAR GLOVES.

13. THE GROUP SHALL BE RESPONSIBLE FOR PLACING LITTER IN TRASH BAGS FURNISHED BY THE DEPARTMENT. THE BAGS SHALL BE SECURED AND PLACED ON THE ROADWAY SHOULDER FOR PICK UP BY THE DEPARTMENT.
14. UNUSED MATERIALS AND SUPPLIED FURNISHED BY THE DEPARTMENT SHALL BE RETURNED TO THE DEPARTMENT WITHIN ONE WEEK FOLLOWING EACH CLEANUP.
15. EACH GROUP SHALL BE RESPONSIBLE FOR PROHIBITING PARTICIPANTS FROM EITHER POSSESSING OR CONSUMING ALCOHOLIC BEVERAGES OR DRUGS WHILE ON THE ADOPTED SECTION.
16. THE GROUP SHALL NOT SUBCONTRACT OR ASSIGN ITS DUTIES OR RESPONSIBILITIES TO ANY OTHER GROUP, ORGANIZATION OR OTHER ENTERPRISE.
  - a. THE GROUP SHALL APPOINT OR SELECT A CHAIRPERSON TO SERVE AS SPOKESPERSON FOR THE GROUP
  - b. THE GROUP SHALL HAVE THE OPTION OF RENDERING THE AGREEMENT SUBJECT TO THE APPROVAL OF THE DEPARTMENT.

**THE DEPARTMENT AGREES TO ACCOMPLISH THE FOLLOWING:**

1. WORK WITH THE GROUP TO DETERMINE THE SPECIFIC SECTION OF THE ROADWAY RIGHT-OF-WAY TO BE ADOPTED.
2. ERECT A SIGN AT EACH END OF THE ADOPTED SECTION WITH THE GROUP'S NAME OR ACRONYM DISPLAYED.
3. PROVIDE SAFETY VESTS, TRASH BAGS, "ROADSIDE LITTER PICKUP" TRAFFIC CONTROL SIGNS AND INITIAL SAFETY TRAINING FOR GROUP INCLUDING SAFETY LITERATURE.
4. REMOVE THE FILLER TRASH BAGS THE FIRST WORKDAY AFTER THE PICKUP.
5. REMOVE LITTER FROM THE ADOPTED SECTION ONLY UNDER UNUSUAL CIRCUMSTANCES, I.E. TO REMOVE LARGE, HEAVY OR HAZARDOUS ITEMS.

**ADDITIONAL TERMS & CONDITIONS**

THE GROUP ACKNOWLEDGES AND AGREES THAT IF ANY ACTIONS BY THE GROUP RELATIVE TO THE PERFORMANCE OF THIS AGREEMENT ARE DETERMINED TO BE CONTRARY TO THE LEGISLATIVE RESTRICTIONS OR ANY RESTRICTIONS ON THE USE OF THE APPROPRIATED FUNDS FOR POLITICAL ACTIVITIES, THE DEPARTMENT 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 GROUP'S NAME OR ACRONYM.

IF IN THE SOLE JUDGMENT OF THE DEPARTMENT, IT IS FOUND THAT THE ADOPTING GROUP IS NOT MEETING THE TERMS AND CONDITIONS OF THIS AGREEMENT, UPON 30-DAY NOTICE, THE DEPARTMENT MAY TERMINATE THE ADOPTION AGREEMENT AND REMOVE THE SIGNS. THIS AGREEMENT MAY BE MODIFIED IN SCOPE OR ALTERED IN ANY OTHER MANNER AT THE SOLE DISCRETION OF THE DEPARTMENT.

THE DEPARTMENT AND THE GROUP BOTH RECOGNIZE AND AGREE THAT IN NO EVENT SHALL THE DEPARTMENT HAVE THE RIGHT TO CONTROL THE GROUP IN PERFORMING THE ACTUAL DETAILS OF PICKING UP LITTER FROM THE SECTION OF HIGHWAY ADOPTED BY THE GROUP, AND IN PICKING UP THE LITTER, THE GROUP SHALL ACT AS AN INDEPENDENT CONTRACTOR.

THE DEPARTMENT RECOGNIZES \_\_\_\_\_  
AS THE ADOPTING ORGANIZATION FOR THE FOLLOWING ROADWAY SECTION:

THE GROUP ACCEPTS THE RESPONSIBILITY OF PICKING UP LITTER ON THIS SECTION OF ROADWAY \_\_\_\_\_ TIMES PER YEAR AND PROMOTING A LITTER-FREE ENVIRONMENT IN THE COMMUNITY FOR A PERIOD BEGINNING \_\_\_\_\_ AND ENDING \_\_\_\_\_.

\_\_\_\_\_  
GROUP REPRESENTATIVE NAME

DATE: \_\_\_\_\_  
PHONE: \_\_\_\_\_

\_\_\_\_\_  
POST FALLS HIGHWAY DISTRICT REPRESENTATIVE

DATE: \_\_\_\_\_