

Agreement Number:

This Agreement is made and entered into between the Washington State Department of Transportation (WSDOT), hereinafter called the "Department," and

_____ ,
hereinafter called the "Grantee."

Whereas, the Department is granted the authority under chapter 47.40 RCW to establish a state-wide Adopt-a-Highway Program; and

Whereas, the Grantee wishes to contribute toward the effort to enhance highway roadside appearance,

Now, therefore, the Department does hereby authorize the Grantee to participate in the Adopt-a-Highway Program by picking up litter, and conducting other enhancement work if specified, within the assigned section of highway roadside designated below, only in accordance with the following terms and conditions:

A. The Grantee does hereby agree:

1. To conduct activities in a safe manner and comply with any conditions as may be required by the Department for safety of the volunteers and the traveling public. Safety is the number one priority of the program.
2. To assign a leader to each crew and require that crew leader to have a copy of this Agreement with him/her while working on the highway roadside.
3. To pick up litter no less than _____ times per year. Additional clean ups should be done as necessary to maintain a neat appearance. Recommended interval for cleanup is:

One cleanup shall take place during the month of _____.
4. To have all volunteers wear the vest furnished by the Department when out on the highway roadside. No more than _____ people shall participate in the activity at one time.
5. To have no more than _____ vehicles parked on the highway shoulder within the assigned area during work activity.
6. To verify that volunteers are fifteen (15) years of age or older, and the Grantee shall furnish supervision by one or more adults for every eight (8) minors (under eighteen (18) years of age) participating in the highway roadside activity.
7. To verify that each volunteer has received and reviewed safety training materials and training aids provided by the Department before participating in highway roadside activities.
8. To obtain supplies and materials from the Department during regular business hours.
9. To comply with all specifications in the WSDOT Adopt-a-Highway Program Traffic Control Plan, attached as Exhibit B, when conducting work.
10. To place filled bags at the highway shoulder for pickup and disposal by the Department.

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11. To ensure that volunteers who find anything that they suspect to be hazardous to not touch it, but take appropriate precautions and report the location and description of the material/substance to the Department Representative.
12. To ensure that volunteers not pick up syringes, hypodermic needles, exceptionally large, heavy or unyielding objects. When these kinds of materials are discovered, the Department Representative should be notified as soon as possible to arrange for proper disposal.
13. To ensure that activities shall not take place during a legal holiday, during the afternoon on the day before a legal holiday, or on holiday weekends. See RCW 1.16.050, legal holidays defined.
14. To provide the Department with a copy of the Adopt-a-Highway Volunteer Participant Activity Report with names and signatures of individual volunteers in the highway roadside activities within seven (7) calendar days following each and every work activity.
15. To ensure that the crew leader report any injuries, incurred by volunteers during highway roadside work, to the Department Representative within two (2) working days of the injury. Notification shall include:
 - Name of injured person
 - Nature of injury
 - Date and time of injury
 - How the injury occurred
16. To return to the Department the portable advanced warning sign and stand, warning light and any other unused equipment and materials furnished by the Department:
 following each use, or upon termination of agreement, (*check one.*)
17. To return vests and any other equipment to the Department upon termination of Agreement.
18. To include, if applicable: adoption activities in addition to or other than litter control, See Exhibit A, Special Provisions for Volunteer Adopt-a-Highway Agreement:
 Exhibit A included, None included (*check one.*)

B. The Department does hereby agree to:

1. Furnish and install an Adopt-a-Highway sign with the Grantee name or acronym displayed at the assigned area, if the work meets the minimum criteria for signing.
2. Furnish the Grantee bags (if necessary), the appropriate advanced warning sign(s) and stand, warning light, and vests for volunteers to use during cleanup activity.
3. Remove the filled bags from highway shoulder.
4. Assist the Grantee in cleaning up litter and/or debris if necessary (i.e., when large, heavy, or dangerous items are found).
5. Provide safety materials and training aids to Grantee for use by Grantee in training.
6. Maintain necessary records required under RCW 51.12.035 to secure medical aid benefits under chapter 51.36 RCW for volunteers.

C. Other Considerations, Terms, and Conditions:

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1. It is recommended the Grantee have a first aid kit available at the highway roadside site and that at least one person with a valid First Aid Card be present during activities.
2. It is recommended that the Grantee have a cellular phone, radio, or some form of two way communication on site in case of emergency.
3. Recycling is an accepted and encouraged activity. Profits from the sale of recyclable items shall belong to the Grantee.
4. The Department is authorized to temporarily suspend this Agreement without incurring liability for any reason. The Department will notify the Grantee when activities may be resumed.
5. The Department is authorized to terminate this Agreement without notice if it deemed necessary for any reason, or if the Grantee fails to comply with any conditions of this Agreement, or for any public purpose, without cost to the Department. This Agreement will automatically terminate upon thirty (30) days written notice of non-compliance, unless the Grantee takes corrective action(s) as approved by the Department.
6. This Agreement is not assignable or transferable, either in whole or in part.
7. The term of this Agreement shall commence on: _____, and shall end on:
_____ unless renewed, terminated without notice, or terminated on thirty (30) day notice by the Department or the Grantee. Upon termination of this Agreement, the Adopt-a-Highway sign shall be removed and remain the property of the Department.
8. **Indemnification:** The Grantee, on behalf of itself and its agents, and/or Grantee's agents shall protect, defend, indemnify and hold harmless the State of Washington and its officials, employees, and authorized agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), which may accrue to or be suffered by any person, persons, or property, arising out of, or in any way resulting from, the Grantee's and/or its agents' intentional or negligent acts or omissions while using or occupying the state highway right of way as authorized by this Agreement. In case any claim, suit or action is brought against the State of Washington, its officers, employees and/or authorized agents, arising out of or by reason of the Grantee's or its agents' use or occupancy of the state highway right of way as authorized by this Agreement, the Grantee and/or its agents shall, upon notice of such claim, suit or action, defend the same at its or their sole expense and satisfy any judgment and/or award of damages against the State of Washington, its officers, employees and/or authorized agents; Provided, that if the claim, suit, action or award of damages is caused by or result from the concurrent negligent acts or omissions of (a) the Grantee and/or its agents and (b) the State of Washington and/or its officials, employees and/or authorized agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the Grantee's and/or its agents' intentional or negligent acts or omissions.
9. **Waiver:** The Grantee, on behalf of itself and agents, agrees to and hereby does waive any and all claims for (a) personal injury to itself and/or agents, and (b) damages or losses to property, including expenses or lost revenues incurred by it or its agents, in connection with Grantee's and/or its agents' use or occupancy of the state right of way as authorized by this Agreement as against the State of Washington, its officials, employees and/or authorized agents.
10. This indemnification and waiver shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

Grantee:

_____, _____, _____
Representative Title Date

Print Name

WSDOT:

_____, _____, _____
Representative Title Date

Print Name

ASSIGNED HIGHWAY SECTION(S):

SR _____ MP _____ to MP _____

From _____ to _____

Left side of highway Right side of highway Median Interchange

County of Assigned Section(s): _____

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Washington State Department of
Transportation

Address

_____, WA. _____
City Zip

Phone Number

Date of Execution

_____, _____
Date of Termination or Renewal

Name of Department Representative

Title

E-Mail Address

Name of Grantee/Organization (print or type)

Address

City, State, Zip Code

Name of Grantee/Organization Contact (print or type)

Title

Home Address

City, State, Zip Code

Day Telephone Evening Telephone

E-Mail Address

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EXHIBIT A, Page 1

EXHIBIT A - Special Provisions for Volunteer Adopt-a-Highway Agreement:

1. The Grantee shall submit a written proposal for any enhancement work proposed in addition to or in place of litter control. All proposed work shall be in conformance with the Roadside Classification Plan, Corridor Management Plan (if completed), and any other applicable plans and policies as adopted by the Department. The proposal shall include: A complete description of the work proposed, materials and techniques to be used, and a schedule of work detailing all aspects of the proposal.
2. No work shall commence prior to the Department's signed approval of the Agreement with Exhibit A.
3. Prior to the beginning of work, an on-site project review conference shall be held, at which a Department Representative and the Grantee's appointed crew leader shall be present.
4. The Grantee shall notify the Department's Representative five (5) working days in advance of any scheduled work as specified in this Exhibit A within the state right of way.
5. All work shall be done to the satisfaction of the Department at the Grantee's sole expense. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, and shall be subject to Department inspection. Unsatisfactory work shall be corrected by the Grantee. Any unsatisfactory work not corrected by the Grantee may be corrected by the Department, and the Grantee agrees to be liable for all costs and pay such costs within thirty (30) days of receipt of a Department invoice.
6. The unauthorized cutting of any vegetation or the disfiguring of any feature of scenic value shall not be permitted. Damage to existing vegetation designated to be preserved shall be subject to replacement and triple damages in accordance with the provisions in section 1-07.16(2) of the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, RCW 4.24.630, and RCW 64.12.030.

Additional provisions are indicated with ☒.

- The application of pesticides of any type to the highway right of way shall not be permitted.
- The application of pesticides to the highway right of way is permitted. The Grantee shall prepare and submit a weed control plan for Department approval. Application shall comply with the approved weed control plan. The applicator shall be licensed by the state of Washington for the class of pesticide utilized. Application records shall be submitted to: WSDOT Maintenance, P O Box 47358, Olympia, WA 98504- 7358.
- Directing of surface water from private property onto state highway right of way shall not be permitted. All manholes, drainage features, utility fixtures, and like appurtenances shall be located, marked, protected and maintained by the Grantee as directed by the Department. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by the Grantee work shall be restored to their original cross section and condition. Any problems with drainage shall be alleviated to the Department's satisfaction at the Grantee's sole expense. Any unsatisfactory work not corrected by the Grantee will be corrected by the Department, and the Grantee agrees to be liable for all costs and pay such costs within thirty (30) days of receipt of a Department invoice.
- Any access to the highway right-of way from adjacent property shall be the responsibility of the Grantee. Access shall be gated and locked when not in use. Access locations and configurations shall be subject to Department approval.
- Access to the highway roadside area shall be from the Grantee's property or from a public access, not from the highway.

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EXHIBIT A, Page 2

Access to the work area shall be from the highway shoulder. Vehicle parking and traffic control shall be in accordance with Department approved traffic control plans, Exhibit B.

The Grantee shall prepare and submit a landscape/irrigation plan for Department approval.

Department shall supply the following plant material:

Department will assist the Grantee by:

Vegetation to be removed consists of:

-

- Department will assist in marking designated vegetation approved for removal.
- Individual plants shall be pulled from the ground with roots intact.
- Stumps of vegetation removed shall be flush cut with the ground.
- Vegetative debris shall be chipped and dispersed within the highway right-of-way.
- Vegetative debris shall be removed and legally disposed of by the Grantee

Planting limits and setbacks shall be field staked by the Department and shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition.

Mowing height shall be set at _____ inches from the ground surface. Mowing shall be performed once each month, during the months of:

Other: _____

Grantee:

Revised 10/2008

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_____	_____	_____
Representative	Title	Date

Print Name		

WSDOT:

_____	_____	_____
Representative	Title	Date

Print Name		