

## BURLESON COUNTY

### ADOPT-A-ROAD PROGRAM ADOPTION AGREEMENT TERMS AND CONDITIONS

Burleson County, hereinafter called the "County" and \_\_\_\_\_ hereinafter called the "Group," recognize the need and the desirability of litter-free roads and are entering this Agreement to permit the Group to contribute toward the effort of maintaining litter-free roads.

By signature below, the Group, both jointly and severally, acknowledges the hazardous nature of the work and agree, both jointly and severally, to the following Terms and Conditions:

- ❖ Participants in the Group (agreement) agree to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the Precinct Commissioner for special conditions on a particular adopted section.
- ❖ Each group participant shall sign a Release form. (No one may participate in any clean up activity without first signing a Release.)
- ❖ When participants are 15 years of age or younger, the Group shall furnish adequate supervision by providing 1 adult for every 5 participants.
- ❖ Each Group shall conduct at least **two** safety meetings per year. Participants must attend a safety meeting conducted by the Group before participating in a clean-up.
- ❖ Groups shall adopt a minimum of two miles of County roadway unless the County road is not that long in total length. Then the entire length of that road will be adopted and maintained as litter-free.
- ❖ Groups shall be required to adopt for a minimum period of two years.
- ❖ The Group shall pick up litter a minimum of four times a year and at such additional times as deemed necessary by the Precinct Commissioner. It is desired that one of these pick-ups occur during the Texas Department of Transportation's April "Trash Off" event.
- ❖ The Group shall not subcontract or assign its duties or responsibilities to any other group, organization or enterprise.
- ❖ The Group shall appoint or select a Chairperson to serve as spokesperson for the Group.
- ❖ The Group shall obtain required supplies and materials from the County during regular business hours.
- ❖ Individuals shall wear County-supplied and approved safety vests during the trash pick up
- ❖ The Group shall be responsible for placing litter in trash bags, furnished by the County.

- ❖ Unused materials and supplies furnished by the County shall be returned to the County upon each completion of pick up.
- ❖ The Group shall have the option of renewing the Agreement subject to the approval of the Precinct Commissioner and continuation by the County of the Adopt-A-Road Program.

The County agrees to accomplish the following:

- ❖ Work with the Group to determine the specific section of the County road right-of-way to be adopted.
- ❖ Erect a sign at each end of the adopted section with Group's name or acronym displayed.
- ❖ Provide safety vests, trash bags and safety literature.
- ❖ Remove litter from the adopted section only under unusual circumstances, i.e., to remove large, heavy or hazardous items.

Additional terms and conditions

- ❖ The Group shall pick up litter a minimum of once each three calendar months of the Agreement. It is desired that one of these pick-ups occur during the April "Trash Off" event.
- ❖ If the "fold-down" signs are not installed on Adopt-A-Road sign supports, the Group will be responsible for erecting traffic control signs (furnished by the County) at each end of the adopted section of County road prior to litter pick up and removing the traffic control signs following each litter pick up.
- ❖ Before start of each litter pick up and upon completion of each litter pick up, the Group will contact the Precinct Commissioner with date of clean up and number of participants.
- ❖ Upon completion of each litter pick up, the Group will leave the bags of trash at erected Group's name sign.

The Group acknowledges that the County 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 and the 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 restrictions on the use of appropriated funds for political activities, the County 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 County, it is found that the adopting Group is not meeting the Terms and Conditions of this Agreement, upon 30 days notice, the County may terminate the Agreement and remove the signs. This Agreement may be modified in scope or altered in any other manner at the sole discretion of the County. The County reserves the right to modify or cancel the Program

at the time, and for any reason, at the sole discretion of the Burleson County Commissioners' Court.

The County and the Group both recognize and agree that in no event, shall the County have the right to control the Group in performing the actual details of picking up litter, the Group shall act as an independent contractor.

The County recognizes the Group as the adopting organization for \_\_\_\_\_  
\_\_\_\_\_ (road name/length in miles)  
and the Group accepts the responsibility of picking up litter on this section of roadway and promoting a litter-free environment in the community for a period beginning \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Group

\_\_\_\_\_  
Adopt-A-Road Coordinator

\_\_\_\_\_  
Authorized Signature for Group

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone (Day & Evening)

\_\_\_\_\_  
Burleson County Commissioner