

Public Works Division
700 A Wilmeth Road
McKinney, Texas 75069
972-548-3719



**COLLIN COUNTY
PUBLIC WORKS DEPARTMENT
ADOPT - A - ROAD PROGRAM**

LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of April, 2012, by and between Collin County, hereinafter called the "County" through its Public Works Department, hereinafter called the "Department" and The Collin County Master Gardeners Association hereinafter called the "Group".

WITNESSETH

WHEREAS, County Road 166, is a part of the County roadway system in Collin County, Texas and

WHEREAS, the Department is authorized to contract with the private sector for performance of its duties;

WHEREAS, the Board of County Commissioners of Collin County, through Court Order Number 2007 220-03-13, has established an "Adopt-A-Road Program" permitting local organizations, private corporations and volunteer groups to beautify County - maintained roads through litter-removal activities **and landscaping efforts**; and

WHEREAS, the Group wishes to adopt a minimum of one mile of roadway to remove litter at County Road 166.

NOW THEREFORE, the parties agree as follows:

A. THE GROUP SHALL:

1. Remove litter at least four (4) times annually in the right-of-way adjacent to the roadway and on the medians along the minimum one-mile section of road right-of-way adopted by the Group.
2. Perform litter removal in strict accordance with the guidelines of the Department's Adopt-A-Road Program.
3. Conduct and attend safety meetings and pre-task briefings prior to litter removal.
4. Remove litter during daylight hours only.
5. Remove litter during good weather conditions only.
6. Contract the Adopt-A-Road program to arrange an appropriate litter-removal schedule, which will not conflict with Department mowing schedules.
7. Ensure that all participants wear safety vests at all times during the litter removal activity. The Adopt-A-Road Program should be contacted to obtain safety vests, traffic control signs and large plastic bags, and other equipment prior to litter removal activity and return same when the activity is complete.
8. No litter pick up at construction or maintenance sites, in tunnels, on bridges, or overpasses.
9. Only allow such persons to participate as are determined by the Group to be responsible enough to safely participate in the litter-removal activities. Participating youths must be at least 12 years of age, and the Group shall provide at least one adult supervisor to supervise every five youths ages 12-15 who are participating in the litter removal activity.
10. Not bring persons to observe the activity if the person is under the age of 16 and is not an official participant.
11. Not wear clothing, which would hinder the sight of participants.
12. Not have any individual, director, officer, member or volunteer within the Group who has been convicted of a felony or misdemeanor within the past five (5) years or who is currently the subject of a criminal investigation.

13. Not discriminate on the basis of race, religion, color, age, sex, marital status, handicap or national origin in violation of any state or federal law.

B. THE DEPARTMENT SHALL:

1. Provide permanent "Adopt-A-Road" signs at the beginning and end of the adopted roadway section.
2. Provide safety vests, traffic control signs and large plastic bags for use by the Group.
3. Remove filled plastic bags from the adopted roadway section and dispose of them at an approved facility.
4. Remove certain litter under unusual circumstances (i.e. large, heavy or hazardous items.)

II.

No member, officer, director or volunteer of the Group shall be an employee or independent contractor of the Department or County for any reason whatsoever in carrying out its obligations under this Agreement.

III.

The Group covenants and agrees that it will indemnify and hold harmless Collin County and its Public Works Department, and all County and department officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Group during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither Group nor any members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County and its member agencies, any maintaining agencies and all their officers, agents and employees.

IV.

The Agreement shall remain in effect for a two-year period. The Department or Group may terminate this Agreement for any reason within thirty (30) days written notice.

V.

This Agreement is non-transferable and non-assignable in whole or in part without the consent of the County.

VI.

This Agreement is mainly for litter removal activities. Beautification activities and graffiti removal activities are encouraged.

VII.

The Department shall screen and select the sections of County roadways to be adopted. The Department shall also decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution of fulfillment of the services hereunder and the character, quality, amount and value thereof; and its decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

VIII.

The Department may suspend or revoke a Group's participation in the Adopt-A-Road Program if it finds:

1. The Group, any director, officer, member or volunteer has engaged in any deceptive or fraudulent practices.
2. Any representative of the Group made a false, deceptive or fraudulent statement or material misstatement or misrepresentation in its application or in any other information submitted to the Department.

IN WITNESS WHEREOF; the parties hereto have caused these present to be executed, the day and year first written above.

I CERTIFY that I am familiar with the information contained in this Agreement and that I possess the authority to execute this Agreement on behalf of the Group.

NAME OF GROUP: Collin County Master Gardener Assoc

ADDRESS: 825 N. McDONALD; MCKINNEY 75069

BY: Renee Ferguson
Group Representative's Signature

DATE: 4/12/12

PRINT NAME: Renee Ferguson

TITLE: President

COLLIN COUNTY PUBLIC WORKS DEPARTMENT

BY: [Signature]
Department Director

DATE: 4-24-12

ATTEST: _____ DATE: _____

ADOPT A ROAD - 4/18/12 MEETING

