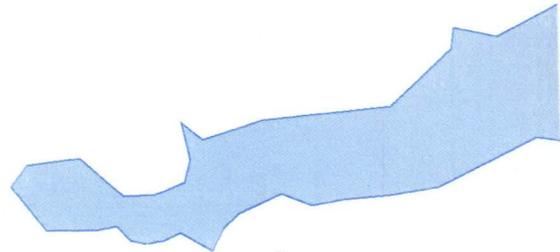
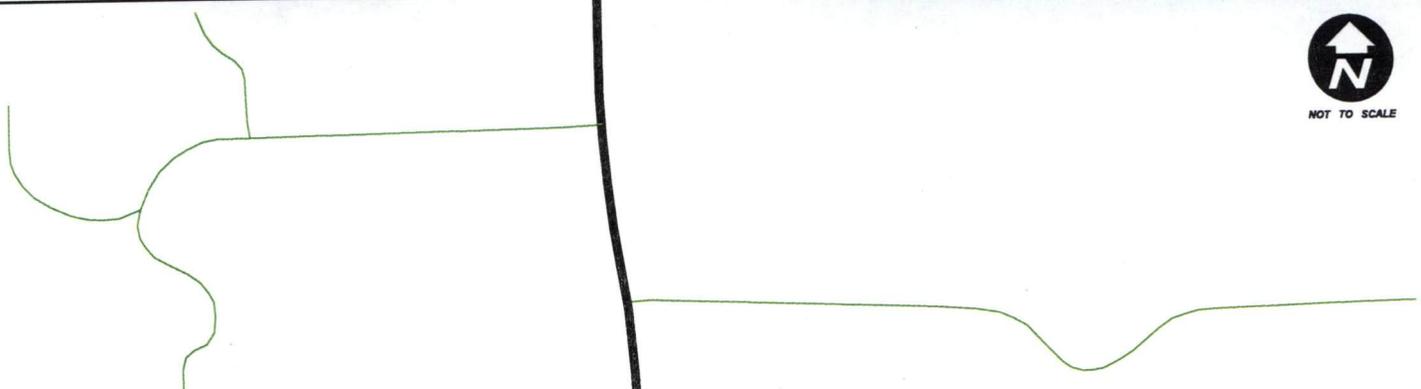




NOT TO SCALE



6869
COUNTY ROAD 206

W COUNTY ROAD 281

COUNTY ROAD 205

205

COUNTY ROAD 206

206



Fax: 972-548-3754

8/23/2015

Pages: 10

Attn: Tammy Benner
Collin County Public Works Department
Phone: 972-548-3719
tbenner@co.collin.tx.us

Re: Adopt-A-Road Agreement

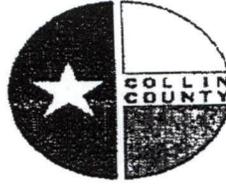
Attached are the forms for submission to Board of County Commissioners for approval of Adopt-A-Road Agreement at 6869 CR 206, McKinney, for Howard Smith, 7160 Old Valdasta Road, Blue Ridge, TX 75424, 469-500-2108.

If additional information is needed, please contact me.

Beverly Covington
972-562-2640

SAFETY RULES AND REGULATIONS

- Safety of the volunteers is the number one priority of the program. All volunteers must receive proper safety training prior to arriving at the job site to perform any cleanup activities. The following guidelines are designed to help ensure the safety of each volunteer and must be adhered to at all times.
- All participants must be at least 14 years of age. For every 10 teenagers participating, there must be one adult supervisor at least 21 years of age.
- Cleanup activities must be scheduled through the coordinator and must be performed only in daylight hours and during good weather conditions.
- Supervisors of both adult and youth groups should be assigned prior to the cleanup.
- Participants should assemble away from the designated worksite and carpool to reduce the number of cars at the litter pick-up-site. Vehicles must be parked at least four feet away from the roadway.
- Large groups of 15 or more should be divided into two groups, with one group on each side of the roadway. Individuals must remain with the group to which they are assigned.
- Wear appropriate attire, including boots or hard - soled shoes (no sandals), comfortable clothes, gloves and, hats.
- Safety vests must be worn by all participants at all times during the litter pick-up project.
- Assure that first-aid kits are available, and it is recommended that at least one person is experienced in administering first aid and CPR, and that transportation is available to the nearest medical facility.
- Work as a group facing oncoming traffic at all times.
- Assure that water is available and in sufficient quantity to meet your group's needs.
- Alcoholic beverages are strictly prohibited. Anyone under the influence of alcohol or narcotics shall be asked to leave the work site.
- Do not cross the roadway unnecessarily. Cross only at the designated locations that your supervisor has determined prior to starting work.
- Utility installations, culverts, and drainage structures are off limits. Do not remove litter from these areas.
- Use caution when you encounter the following: cactus, animals, steep slopes, sharp rocks, insects, barbed wire, traffic, and other unusual circumstances.
- Do not pick up hazardous materials such as car batteries, animal carcasses, discarded chemical containers, or any object that appears questionable. Report these materials to your supervisor.
- Do not distract motorists with horseplay or abrupt, erratic movements. Horseplay of any kind is strictly forbidden. The roadways are potentially very dangerous.
- When lifting objects use correct lifting techniques, keeping your back as straight as possible. Keep the object you are trying to lift close to your body and let your legs do the work. Do not attempt to lift heavy objects that two of you cannot reasonably lift.



COLLIN COUNTY
PUBLIC WORKS DEPARTMENT
ADOPT - A - ROAD PROGRAM

SPONSORING ORGANIZATION HOLD HARMLESS AGREEMENT AND
GENERAL RELEASE

Locator # _____

BY SIGNING BELOW I READ AND UNDERSTAND the rights, responsibilities and privileges of participation in the Adopt-A-Road Program and I AGREE on behalf of the Sponsoring Organization as follows:

Sponsoring Organization agrees to defend, indemnify and save harmless Collin County and all its officers, agents, and employees and all entities, their officers, agents, and employees who are participating in this agreement from and against all suits, claims, actions, damages (including personal injury and or property damage), or demands of any character, name and description (including attorneys' fees, expenses and other defense costs of any nature), brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Sponsoring Organization, or of any agent, volunteer, employee subcontractor or supplier of Sponsoring Organization in the provision of services contemplated under the Adopt-A-Road Program. Sponsoring Organization agrees to pay in full any judgment with costs, including attorneys' fees and expenses, which are rendered against Collin County and/or participating entities arising out of such event, act, error omission and/or fault.

Sponsoring Organization further agrees that, in consideration for Collin County's disposal of litter collected in this cleanup, Sponsoring Organization including anyone authorized to act on its behalf, will save and hold harmless, protect and defend Collin County, its agents, employees and officials from liability for damages or injury resulting from such person's participation in the program. Sponsoring Organization, including all persons acting on its behalf RELEASES Collin County, its officers, agents and employees from all liability and claims of any nature arising from such organization's and/or person's participation in the Adopt-A-Road program.

The person(s) executing this Agreement represent and warrant that they are fully authorized to do so on behalf of the entity(ies) bound hereby.

Sponsoring Organization:

Name: CHAMBERSVILLE UNITED METHODIST CHURCH

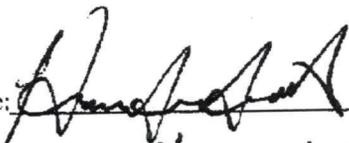
By: HOWARD SMITH

Title: TRUSTEE

Date: 8/19/2015

If an Individual*:

(*Signature of Participant or Parent/Guardian if program participant is under 18 yrs of age)

Name: 

Printed Name: HOWARD SMITH

Date: 8/19/2015

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 _____ day of _____, 201 , by and between Collin County, hereinafter called the "County" through its Public Works Department, hereinafter called the "Department" and CHAMBERSVILLE UNITED METHODIST CHURCH hereinafter called the "Group".

WITNESSETH

WHEREAS, 6869 CR 206, 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 _____, 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 6869 CR 206

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:

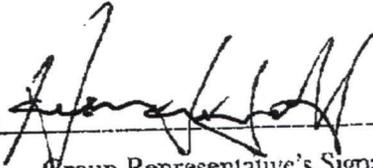
1. The Group, any director, officer, member or volunteer has engaged in any deceptive or fraudulent practices.
2. Any representative of the Group made a false, deceptive or fraudulent statement or material misstatement or misrepresentation in its application or in any other information submitted to the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

ADDRESS: 6869 CR206 McKinney, TX 75071

BY: 
Group Representative's Signature

DATE: 8/19/2015

PRINT NAME: HOWARD SMITH

TITLE: TRUSTEE

COLLIN COUNTY PUBLIC WORKS DEPARTMENT

BY: _____
Department Director

DATE: _____

ATTEST: _____

DATE: _____