

Gillespie County Adopt-a-County Road Program Agreement

| Agreement between Gillespie County and | (participating |
|--|---|
| individual or group) Road location: | |
| Agreement Start Date: | Agreement End Date: |
| Length of adopted section: miles | Cleanup cycle for adopted sectiontimes per year |
| County Commissioner Contact: | Phone: |
| Rural Addressing Dept. Contact: | Phone: |
| | |

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

By signature below, the Group and its members, 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 agree to abide by all laws and regulations relating to safety and such other terms and conditions as may be required by the County for special conditions of a particular adopted section.
- When participants are 15 years of age or younger, the Group will furnish adequate supervision by one (1) or more adults, with at least one (1) adult for every three (3) children who are 7 to 14 years of age. Children under the age of seven (7) may not participate in the Program.
- The Group will conduct a group safety meeting prior to each pickup day. Participants must attend a safety meeting conducted by the Group before participating in a cleanup.
- The Group will pick up litter a minimum of ______ times per year at staggered intervals and at such additional times as required by the County Commissioner. It is desired that one (1) of these pickups occur during the State annual Trash-Off event each April or during the first week in April and one (1) of these pickups during the first week of September.
- The Group will not assign its responsibilities to any other group without the written authorization of the County Commissioner of the precinct.
- The Group will appoint an authorized representative and an alternate to serve as spokesperson for the Group.
- The Group will obtain required supplies and materials from the County during regular business hours.
- The Group will assure that traffic control signs are set up before cleanup, during cleanup and removed after cleanup.
- Individuals will wear County furnished safety vests during trash cleanup.
- The Group will be responsible to place litter in trash bags, place trash bags in an approved area, and Gillespie County will make arrangements to discard at an approved disposal site.
- The Group will return unused materials and supplies to the County within two (2) business days following each cleanup.
- The Group will neither possess nor consume alcoholic beverages or illegal drugs while on the adopted section.
- The Group will maintain a first-aid kit and adequate drinking water while on the adopted section of road.
- The Group will have the option of renewing an agreement subject to the approval of the County Commissioner of the precinct.
- The Group will advise the County Commissioner of the precinct each time that litter has been picked up on the adopted road.

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.

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, at its sole discretion will take any and all necessary actions, including, but not limited to, the removal of signs displaying the Group's name or acronym.

The Group acknowledges that the County will remove a sign which is damaged due to vandalism, and will not replace the sign within the terms of the agreement unless the Group remits to the County an amount equal to the cost of the replacement sign.

If the County undertakes a construction project on an adopted section, the Group may suspend its agreement or choose a new section to adopt for the duration of the construction project.

The County agrees to accomplish the following:

- Erect at least one (1) sign on the adopted section with the Group's name or acronym displayed.
- Provide safety information literature, trash bags, traffic control signs, and safety vests.
- Remove filled litter bags from the adopted section and will remove any large, heavy or hazardous items.

If in the sole judgment of the County Commissioner of the precinct it is determined that the Individual or Group is not meeting the terms and conditions of the agreement, the County may terminate the agreement and remove the sign(s) upon 30 days' notice.

This agreement may be modified in any manner at the sole discretion of the County. The County reserves the right to terminate or revise the Program at any time and for any reason at the sole discretion of the County. 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 details of picking up litter from the section of County road adopted by the Group, and, in picking up litter, the Group shall act as an independent contractor.

Litter Pickup Schedule

Year: Year: _____ Year: _____ January _____ January _____ January _____ February February February March March March _____ April _____ April _____ April _____ May May _____ May June _____ June _____ June _____ July _____ July _____ July _____ August August August September September September October _____ October _____ October _____ November _____ November _____ November December _____ December December _____

Require a Minimum of Four (4) Pickups per Year or More If Needed

Additionally, it is desired that the Individual or Group participate in the "**Don't Mess with Texas**" **Annual Trash-Off Event held every April**. Program participants must agree to hold Gillespie County harmless and agree not to hold Gillespie County responsible for any injuries that they may suffer or damages they may cause or suffer as a result of participation in the Program.

Primary Representative for the Group:

| Name: | | | | |
|--------------------------|-----------------------|----------|------|--|
| Group: | | | | |
| | | | | |
| Phone: | Cell Phone: | Email: | | |
| Primary Authorized Sigr | nature for the Group | | Date | |
| Alternate Represen | tative for the Group: | | | |
| Name: | | | | |
| Group: | | | | |
| Address: | | City/Zip | | |
| Phone: | Cell Phone: | Email: | | |
| Alternate Authorized Sig | gnature for the Group | | Date | |
| County Commissioner S | ignature | | Date | |

The County will provide each Group with at least one (1) sign on the adopted section of County road. The Group may have its name or acronym on the sign: up to three (3) lines of no more than fourteen (14) characters per line. Once the agreement has been signed, the County will erect the Group's sign(s). Please fill out the spaces below for the Group's name to appear on the sign and send the completed agreement to your County Commissioner.

ADOPT A COUNTY ROAD NEXT 2 MILES

| Line 1 | |
|--------|------|------|------|------|------|------|------|
| Line 2 | |
| Line 3 | |

Effective October 1, 2017