



Wharton County Adopt-A-County Road Program Agreement

Agreement between Wharton County and _____ (participating group)

Road location: _____

Agreement Start Date: _____ Agreement End Date: _____

Length of adopted section: _____ miles Clean-up cycle for adopted section _____ times per year

County Commissioner Contact: _____ Phone: _____

Road & Bridge Dept Contact: _____ Phone: _____

Wharton 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 fifteen (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 seven (7) to fourteen (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 pick-up day. Participants must attend a safety meeting conducted by the Group before participating in a clean-up.
- The Group will pick up litter a minimum of _____ times per year at approximately quarterly 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.
- 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 and open during clean up and removed after clean up.
- Individuals will wear County furnished safety vests during trash clean up.
- The Group will be responsible to place litter in trash bags, remove and coordinate with the Wharton County Road and Bridge Department to discard to an approved disposal site.
- The Group is to return unused materials and supplies to the County within one (1) week following each clean up.
- 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 a sign at each end of the adopted section with the Group's name or acronym displayed.
- Provide traffic control signs, safety vest, trash bags and safety literature.
- Remove litter from the adopted section only under unusual circumstances, i.e. to remove large, heavy or hazardous items.

If in the sole judgment of the County Commissioner of the precinct it is determined that the Group is not meeting the terms and conditions of the agreement, the county may terminate the agreement and remove the signs 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 Pick-Up Schedule

Required Number of Pick-Ups per Year _____

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 _____

Additionally, it is desired that the Group participate in the **“Don’t Mess With Texas” Annual Trash-Off Event held every April**

Program participants must agree to hold the County harmless and agree not to hold the 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 Spokesperson for the Group:

Name: _____

Group: _____

Address: _____ City/Zip _____

Phone: _____ Cell Phone: _____ E-Mail: _____

Primary Authorized Signature for the Group

Date

Alternate Spokesperson for the Group:

Name: _____

Group: _____

Address: _____ City/Zip _____

Phone: _____ Cell Phone: _____ E-Mail: _____

Alternate Authorized Signature for the Group

Date

County Commissioner Signature

Date

The County will provide each Group a sign at each end of the adopted section. The Group may have their name or acronym on the sign: up to three (3) lines of no more than thirteen (13) characters per line. Once the agreement has been signed, the County will erect the Group’s signs. 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 _____

