

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ADOPT A COUNTY ROAD AGREEMENT

This Agreement is made and entered into this the _____ day of _____, A.D., 20____ by and between Bexar County, a political subdivision of the State of Texas, hereinafter called "COUNTY," and, hereinafter called "ORGANIZATION."

PURPOSE

1.01 The purpose of this Agreement is to improve litter control on Bexar County roadways through COUNTY's Adopt A County Road program by delegating to ORGANIZATION the responsibility for litter control on a portion of Bexar County roadway. The Adopt A County Road program is administered by the Public Works Division, hereinafter called "DEPARTMENT."

TERM

- 2.01 The term of this Agreement is for two years, beginning _____, and ending _____.
- 2.02 If, in the judgement of DEPARTMENT, ORGANIZATION is not meeting the terms and conditions of this Agreement, COUNTY may, upon 30 days notice, terminate this Agreement.
- 2.03 COUNTY reserves the right to modify or cancel the Adopt A County Road program at any time.
- 2.04 ORGANIZATION shall have the option of renewing this Agreement, subject to the approval of DEPARTMENT's County Engineer and the continuation by COUNTY of the Adopt A County Road program.

ROADWAY ADOPTED

3.01 COUNTY recognizes ORGANIZATION as the adopting organization for _____, and ORGANIZATION accepts the responsibility of picking up litter on this section of roadway and promoting a litter-free environment in accordance with the terms and conditions of this Agreement.

ORGANIZATION'S RESPONSIBILITIES

- 4.01 Participants in ORGANIZATION agree to obey and abide by all laws and regulations relating to safety.
- 4.02 When participants are 15 years of age or younger, ORGANIZATION shall furnish adequate supervision by one or more adults.
- 4.03 ORGANIZATION shall conduct at least two safety meetings per year. Participants must attend a safety meeting conducted by ORGANIZATION before participating in a cleanup.
- 4.04 ORGANIZATION shall pick up litter a minimum of four (4) times a year and at such additional times as required by the DEPARTMENT's County Engineer.
- 4.05 ORGANIZATION shall appoint or select a chairperson to serve as spokesperson for the ORGANIZATION.
- 4.06 ORGANIZATION shall obtain required safety vests and safety flags from DEPARTMENT's Traffic Division during regular business hours.
- 4.07 Fold-down traffic control signs installed on Adopt A County Road sign supports shall be folded down by ORGANIZATION during a litter pickup and returned to the closed position after the litter pickup has been accomplished.
- 4.08 Every participant shall wear a DEPARTMENT supplied and approved safety vest at all times during the litter pickup.
- 4.09 ORGANIZATION shall be responsible for prohibiting participants from either possessing or consuming alcoholic beverages while on the adopted section.
- 4.10 ORGANIZATION shall be responsible for maintaining a first-aid kit and adequate drinking water while participating in litter pickup on the adopted section.
- 4.11 ORGANIZATION shall notify DEPARTMENT 48 hours in advance of a scheduled litter pickup.

COUNTY'S RESPONSIBILITIES

- 5.01 DEPARTMENT shall erect a sign at each end of the adopted section with the ORGANIZATION name or acronym displayed.
- 5.02 DEPARTMENT shall provide safety vests and safety flags.
- 5.03 DEPARTMENT shall remove the filled trash bags the first workday after the cleanup.

- 5.04 DEPARTMENT shall remove litter from the adopted section only under unusual circumstances, i.e., to remove large, heavy or hazardous items.

INDEPENDENT CONTRACTOR

- 6.01 COUNTY and ORGANIZATION both recognize and agree that in no event shall the COUNTY have the right to control ORGANIZATION in performing the actual details of picking up litter from the section of roadway adopted by ORGANIZATION and, in picking up litter, ORGANIZATION shall act as an independent contractor.

INDEMNITY

- 7.01 ORGANIZATION agrees to indemnify and hold COUNTY harmless for any judgement that may be obtained against COUNTY, or any settlement of a disputed claim wherein ORGANIZATION is a party or ORGANIZATION's actions lack thereof are the subject of a claim. ORGANIZATION agrees to reimburse COUNTY for all costs of litigation, including attorney's fees, arising from the defense of any claim where ORGANIZATION is a party or ORGANIZATIONS' actions or lack thereof are the subject of a claim.

ENTIRE AGREEMENT

- 8.01 This Agreement supersedes any and all other agreements, either oral or in writing, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

ATTORNEY'S FEES

- 9.01 If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which the prevailing party may be entitled.

TEXAS LAW TO APPLY

- 10.01 This Agreement is performable in Bexar County, Texas and the validity of any of its terms or provisions, as well as the rights and duties of the parties shall be governed by the laws of the State of Texas.

AMENDMENT

- 11.01 No amendment, supplementation, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

LEGAL CONSTRUCTION

12.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held by a Court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed to give effect to all other valid, legal and enforceable contractual provisions.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH WILL HAVE FULL FORCE AND EFFECT ON THIS _____ DAY OF _____, A.D., 20__.

BEXAR COUNTY, TEXAS

ORGANIZATION

NELSON W. WOLFF

County Judge
Bexar County, Texas
ATTEST:

Name

Title

LUCY ADAME-CLARK

County Clerk
Bexar County, Texas
APPROVED:

Name of Organization

Street Address

RENEE GREEN, P.E.

Director of Public Works/County Engineer
Bexar County, Texas

City, State, Zip

Phone Number

APPROVED AS TO LEGAL FORM:

JOE D. GONZALES

Criminal District Attorney
Bexar County, Texas

ANTHONY BATTAGLIA

Assistant Criminal District Attorney

APPROVED AS TO FINANCIAL CONTENT:

LEO S. CALDERA, CIA, CGAP
County Auditor

DAVID SMITH
County Manager