

Exhibit A

AGREEMENT FOR LITTER PICK UP

Denton County and _____, hereinafter called "Group" enter into the following agreement to promote litter-free streets and roads in Denton County.

By signature below, the Group and its members, jointly and severally, acknowledges the hazardous nature of the work, the dangers associated with roadside clean up, the need and necessity to take precautions, **and further agree that the Group and all members of the Group, assume all risk of injury and to hold harmless Denton County, and all employees of Denton County, of any acts of negligence committed by Denton County or any employees or officers of Denton County, or acts by other members of the Group and or other third parties, while participating in this program.** The Group and its members also agree to jointly and severally, to the following terms and conditions:

1. Participants in the Group agree to obey and abide by all laws and regulations relating to safety and such other terms and conditions as may be suggested by Denton County.
2. The Group must be located or reside in the county or a county immediately adjacent to the county in which the adopted section is located.
3. No participants shall be 15 years of age or younger.
4. The Group shall furnish adequate supervision by adults for members 15 years to 18 years.
5. The Group shall conduct at least two (2) safety meetings per year. Participants must attend a safety meeting conducted on the day of cleanup by the Group before participating in a cleanup.
6. The Group shall adopt a section of roadway that is a minimum of two (2) miles long, unless Denton County determines a shorter length is in the best interest of the County.
7. The Group shall be required to adopt the roadway for a minimum period of two (2) years.
8. The Group shall pick up litter a minimum of four (4) times a year and at such additional times requested by Denton County.

9. The Group shall not subcontract or assign its responsibilities to any other group, organization or enterprise without the express written authorization of the Department.
10. The Group shall appoint or select an authorized representative to serve as spokesperson for the Group.
11. The Group shall obtain required supplies and materials from the County during regular business hours.
12. Groups may pick up litter in only the mowed areas of the right-of-way, if there is any concern about the hazards of walking in the unmowed areas.
13. Traffic control signs provided by the County shall be in placed in the open position during cleanup and returned to the closed position after the cleanup.
14. Individuals shall wear County furnished safety vests during the trash pick-up.
15. The Group shall be responsible for placing litter in trash bags furnished by the County.
16. Unused materials and supplies furnished by the County shall be returned to the County within one week following cleanup.
17. The Group shall neither possess or consume alcoholic beverages or illegal drugs while on the adopted section.
18. The Group shall maintain a first aid kit and adequate drinking water while on the adopted section.
19. The Group shall have the option of renewing the agreement subject to the approval of the County and continuation by the County of the Adopt-a-County Road Program.

The County agrees to accomplish the following:

1. Work with the Group to determine the specific section of the County road right-of-way to be adopted.
2. Erect a 4'x 4' sign at each end of the adopted section with the Group's name or acronym displayed. A sign that recognizes a family will not state the full name or title of an elected official.
3. Provide traffic control signs, safety vests, trash bags, and safety literature.
4. Remove the filled trash bags the first workday after the pick-up.

5. Remove litter from the adopted section only under unusual circumstances, i.e. to remove large, heavy or hazardous items or if the group has not fulfilled its responsibilities.

ADDITIONAL TERMS AND CONDITIONS:

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 of 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 remedial 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 in its sole judgment the County determines 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 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 road adopted by the Group, and, in picking up litter, the Group shall act as an independent contractor.

The County recognizes the Group as the adopting organization for _____, and the Group accepts the responsibility of picking up litter on this section of road and promoting a litter-free environment in the community for a period beginning _____ and ending _____.

Name of Group

County Representative

Name of Authorized Representative

Signature of Authorized Rep.

Address

Phone Number (Day/Night)

E-mail Address

NOTE: To receive proper credit, please advise County Representative of all the Group's pick-ups. They will arrange for disposal of the filled bags. Thank you.