

ARF-1679

## REGULAR SESSION AGENDA

Date: 10/05/2010 9.28.10

## Adopt A Road Agreement

Submitted By: Laura Johnson, County Attorney

Department: County Attorney

Type of Item: Consent

Renewal Agreement/ No

Appointment:

Reviewed by County Yes

Attorney's Office:

Multiple Originals Y/N?: Y

Item #: 35.0.

Health &amp; Human Services

15D

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**Information****SUMMARY OF ITEM**

Approve Adopt A Road Agreement between Fort Bend County and The Fletcher Morgan, Jr. Memorial Scholarship Committee for litter clean up on Thompson Oil Field Road for a 2-year period beginning October 1, 2010 and ending on September 30, 2012.

**SPECIAL HANDLING**

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**Attachments**Link: Adopt A Road

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1D-6-1D 2 origs ret. to Laura at Co. Attorney

**COUNTY OF FORT BEND                      §**

This agreement entered into by and between Fort Bend County, Texas, hereinafter referred to as “County,” a body corporate and politic, acting herein by and through its Commissioners’ Court, and **The Fletcher Morgan, Jr. Memorial Scholarship Committee**, hereinafter referred to as “Contractor.”

**WHEREAS**, the parties recognize the need and the desirability of litter-free county streets and roads; and,

WHEREAS, Contractor desires to assist the County in maintaining litter-free county roads; and,

**NOW THEREFORE**, Contractor, in consideration of mutual promises and agreements herein contained, the parties hereby agree as follows:

- 1.01** Contractor agrees to obey and abide by all laws and regulations relating to safety and such terms and conditions as may be required by the County for special conditions on a particular adopted section.
- 1.02** For participants of Contractor who are 15 years of age or younger, Contractor shall furnish adequate supervision by one or more adults.
- 1.03** Contractor shall conduct at least two safety meetings each year prior to participation.
- 1.04** Contractor shall adopt a section of roadway that is at least two miles long.
- 1.05** Contractor shall adopt a road for a minimum period of two (2) years.
- 1.06** Contractor shall pick up litter a minimum of four (4) times a year and at such additional times as required by the County.
- 1.07** Contractor shall not subcontract or assign its duties or responsibilities to any other group, organization or enterprise.
- 1.08** Contractor shall appoint a chairperson to serves as spokesperson from their organization.
- 1.09** Contractor shall obtain required supplies and materials from the County during regular business hours.

- 1.10** Traffic control signs shall be utilized by Contractor during a cleanup and shall be removed or stored after the cleanup has been accomplished.
- 1.11** All participants of Contractor shall wear County supplied and approved safety vests during the trash pickup.
- 1.12** Contractor shall be responsible for placing litter in trash bags furnished by the County.
- 1.13** Unused materials and supplies furnished by the County shall be returned to the County within one week following each cleanup.
- 1.14** Contractor shall be responsible for prohibiting participants from either possession or consuming alcoholic beverages while on the adopted section.
- 1.15** Contractor shall be responsible for maintaining a first aid kit and adequate drinking water while participating in litter pickup on the adopted section.
- 1.16** Contractor will be required to complete a Performance Report after each cleanup. The form will be provided when supplies are picked up at the designated maintenance office. Upon completion of the work, the completed Performance Report shall be returned to the address indicated on the form.

## **II. OBLIGATION OF THE COUNTY**

- 2.01** The County shall coordinate with Contractor to determine the specific section of the county road to be adopted.
- 2.02** The County will erect a sign at each end of the adopted section with Contractor's name or logo.
- 2.03** The County shall provide safety vest, trash bags, and safety literature.
- 2.04** The County shall remove the filled bags of litter the first workday after the pickup.
- 2.05** The County shall remove litter from the adopted section only under unusual circumstances, i.e., to remove large, heavy or hazardous items, and upon notification from Contractor.

## **III. INDEMNIFICATION**

Contractor, its employees, agents and volunteers agree to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits, and liability of any kind, including all expenses of litigation, court cost, attorney's fees, arbitration, mediation, or administrative hearing costs and awards, for bodily injury, sickness, disease or death of any

person, or for damage to or destruction of any property, including consequential damages arising out of or resulting from the acts, errors and omissions, of under this agreement.

#### **IV. INDEPENDENT CONTRACTOR**

- 4.01** In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of Contractor or, where permitted, of its subcontractors.
- 4.02** Contractor and its agents, employees, officers or volunteers shall not, by performing work pursuant to this agreement, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

#### **V. TERMINATION**

If in the sole judgment of the County, it is found that Contractor is not meeting the terms and conditions of this agreement, the County may terminate the adoption agreement and remove the signs with thirty (30) days notice. This agreement may be modified in scope or any other manner at the sole discretion of the County. The County reserves the right to modify or cancel the program at any time, and for any reason at the sole discretion of the County.

#### **VI. COUNTY ROAD**

- 6.01** The County recognizes Contractor as the adopting organization for **Thompson Oil Field Road approximately 2.5 miles.**
- 6.02** Contractor accepts the responsibility of picking up the litter on this section of roadway and promoting a litter-free environment in the community for a period beginning, **October 1, 2010** and ending **September 30, 2012.**

#### **VII. NOTICE**

Notice to the County shall be delivered to:

**Environmental Health Department  
Fort Bend County  
4520 Reading Rd., Suite "A"  
Rosenberg, Texas 77471**

Notice to the Contractor shall be delivered to:

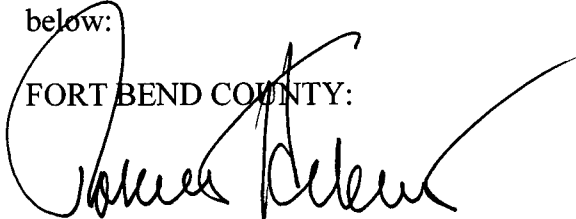
**The Fletcher Morgan, Jr. Memorial Scholarship Committee**  
**Attn: Rita Miller**  
**P. O. Box 3**  
**Thompsons, Texas 77481**

**VIII.**  
**ENTIRE AGREEMENT**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

FORT BEND COUNTY:



Robert E. Hebert, County Judge

9-28-2010

Date

ATTEST:



Dianne Wilson, County Clerk

**The Fletcher Morgan, Jr. Memorial Scholarship Committee**  
**("Contractor")**



9-16-10

Date



## ENVIRONMENTAL HEALTH DEPARTMENT

4520 READING RD., SUITE "A" ROSENBERG, TEXAS 77471  
Fort Bend County, Texas

281-342-7469

FAX: 281/342-5572

### APPLICATION FOR ADOPT-A-COUNTY-ROAD PROGRAM

The county will work with adopting group to determine the specific section of roadway to be adopted. Such factors as width of right-of-way, geometrics, congestion and reduced sight distance of roadways may be considered by the county in determining what county roads shall be eligible for adoption.

**The Fletcher Morgan, Jr. Memorial  
Scholarship Committee**

\_\_\_\_\_  
(Name of Organization)

Attn: Rita Miller

P. O. Box 3

Thompsons, Texas 77481  
(Mailing Address)

#### TYPE OF ORGANIZATION

Service	_____	Civic	_____
Religion	_____	Govt.	_____
Business	_____	Hobby	_____
College	_____	Scout	_____
School	_____	Other	<u>X</u>

281-341-4443  
(Day Phone)

Approximate number of people participating in each cleanup 10

County Road Section you are interested in adopting: (be specific)  
Thompson Oil Field Road

Approximate length of roadway section to be adopted: 2.5 Miles

Rita Miller  
Authorized Representative (PRINT)

281-341-4443  
(Day Phone)

Rita Miller  
Authorized Representative Signature)

9-13-10  
(Date)

Mail this completed form to:

Fort Bend County Environmental Health Dept.  
Attention: Kandace Kylee, Admin. Coordinator  
4520 Reading Rd, Suite A,  
Rosenberg TX. 77471

Precinct 1

Key Map 689B



SEE 609 MAP

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MISSOURI CITY

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BRAZOS

Steen  
Bunk  
Creek

PVT THOMPSON FERRY RD  
RIVER

SIENNA RANCH RD

RAINTREE 5400  
TALL TRAIL CT  
FOREST ISLE

BELVIDERE

BNSF RR

MADLINE FARMS PVT  
CHAMPLIN RD

14400  
2759  
STEPHENS  
14600  
CLARK RD  
14500  
BLIDELL  
RICHARDS  
SELLEA LN

THOMPSON OILFIELD RD

THOMPSONS

FORT BEND COUNTY

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RIGGINS RD

Waters  
Lakes  
Bayou

GUBBELS RD

TEXACO RD

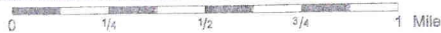
THOMPSON OIL FIELD

CATTLE PEN RD

© KEY MAPS INC. 2010

SEE 689 MAP

© KEY MAPS INC. 2010



SEE 650 MAP