



**CHARLES COUNTY GOVERNMENT
ADOPT-A-ROAD CONTRACT**

This agreement, made this _____ day of _____, 20____ by and between the Charles County Department of Public Works, herein referred to as "County," and _____, herein referred to as "Group." Whereas in order to help rid county roads of litter, the County has established an anti-litter program in which volunteer groups adopt a roadway/portion of a roadway in Charles County to pick up litter; and

Whereas, since the Group desires to participate in the Adopt-A-Road Program, the parties hereto have entered into this Agreement.

NOW THEREFORE, in consideration of the mutual benefits received by the County and the Group from participation in the Adopt-A-Road Program, the parties hereto agree as follows:

1. The Group adopts _____
between _____ and _____
for a period beginning _____ 20 _____,
and ending _____ 20 _____.
2. The Group accepts responsibility for picking up litter on the above described County road in accordance with the attached Adopt-A-Road Addendum of Conditions ("Conditions");
3. By the signature below, the Group acknowledges that each of its members participating in the Adopt-A-Road Program has been advised of the hazardous nature of the work, and each member has read and agreed to abide by the attached Conditions and expressly assumes the risk of such work;
4. The County will (i) supply the Group with gloves and plastic trash bags and will pick up filled trash bags (upon notification) in accordance with item nos. 7 and 8 of the attached Conditions; and (ii) will provide online safety information for distribution to all participants in the program;
5. The Group shall indemnify and hold harmless the County for all losses, costs, expenses (including attorney's fees and court costs), settlement payments, and (whether or not reduced to final judgment) all liabilities, damages and fines paid, incurred or suffered by the County by reason of or arising out of injuries to persons (including death) or property damage caused by the Group, its employees, agents or subcontractors or in any way attributable to the performance of work or agreement, and shall further indemnify and hold harmless the County for any claim, action, suit or proceeding threatened, instituted or otherwise made against the County by reason of or arising out of:
 - a. Any breach, violation, or non-performance by the Group of any provision of this Agreement; or
 - b. From any other cause whatsoever due to the careless, negligent, intentional, wanton, or improper conduct of the Group;
6. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. All notices shall be mailed via United States mail and addressed as follows:

COUNTY

VOLUNTEER GROUP

Frances Sherman, Litter Control Superintendent
Name & Title

Group Title (Please print information)

Charles County Government/DPW
Department

Group Leader and Telephone Number

1001 Radio Station Rd. La Plata, MD 20646
Address

Address

(301) 932-3599 or 301-870-2778
Telephone

E-mail Address

Continued...

7. Notwithstanding any other provision of this Agreement, the County reserves the right to modify this Agreement at any time. All modifications shall be in writing and shall be effective immediately upon the County mailing the modification to the person and address specified in paragraph 6.

LITTER CONTROL SUPERINTENDENT, DEPARTMENT OF PUBLIC WORKS:

Signed: _____ Date: _____

GROUP LEADER:

Signed: _____ Date: _____

NAME TO APPEAR ON SIGN: (Must be completed in order to have sign posted. Please print clearly.)



CHARLES COUNTY ADOPT-A-ROAD PROGRAM ADDENDUM OF CONDITIONS



1. Individuals and/or Groups who choose to participate in Charles County's Adopt-A-Road program can "adopt" available county roads or roadway portions that measure one (1) mile in length or greater for a minimum of one (1) years' time. In order to insure optimum litter pick-up, participants are encouraged to accept responsibility only for what they can successfully manage. Participants are obligated to clean "their" road **no less than three (3) times** in a calendar year. Additional cleanings are strongly encouraged.
2. Participants may consist of individual citizens, organizations, and/or local businesses.
3. Group leaders will be provided with safety literature to be distributed to all group members to insure awareness of appropriate precautions to take while involved in roadside litter pick-up.
4. The minimum age for participants is 12 years old. Individuals under the age of sixteen (16) **must** have proper adult supervision at all times.
5. Acknowledgment of participants' efforts to keep Charles County clean will be displayed on one or two signs [depending on length of adopted roadway, dead end road, etc.] during tenure of valid agreement. Appropriate signage will display participants' authorized information in bold, block letters.
 - Signs will not advertise telephone numbers or addresses;
 - Signs will not reflect political aims or campaigns, lobbyist efforts, and/or sensitive/controversial issues;
 - Signs will not inflame or degrade any member(s) of the community.
6. The County will provide plastic trash bags, gloves and safety vests. If requested, litter pick-up warning signs will be provided for use. Warning signs must be returned promptly.
7. Participants are encouraged to separate and recycle applicable materials.
8. In order to have filled trash bags removed quickly and to insure appropriate credit towards cleaning requirements, litter pick-up must be reported by faxing this completed form to (301)-932-3579 or by calling 301-932-3599. If you choose to call, the completed report form must then be mailed to the Department of Public Works, 1001 Radio Station Road, La Plata, Maryland 20646.

Revised 5/10/13