

**CITY OF MILPITAS  
ADOPT-A-SPOT PROGRAM**

1. Purpose

The purpose of the Adopt-A-Spot Program is to encourage and support volunteerism in the community, to develop a sense of community pride and ownership in Milpitas' image, while enhancing the conditions and usability of Milpitas' open space and parks and to further enhance the community landscape in an effort to beautify the community.

2. Authority

The Manager of Recreation Services or designee, with approval of the City Manager, has the authority to implement the Adopt-A-Spot program in accordance with this Policy. The Manager of Recreation Services or designee, with approval of the City Manager, may approve or deny requests to participate in the Adopt-A-Spot program and may enact administrative guidelines or procedures to further implement this Policy.

3. Eligibility

A. An individual or organization may request to participate in the Adopt-A-Spot Program. All requests shall be made to the Volunteer Services Coordinator within the Department of Recreation Services consistent with this Policy and as further discussed below. The City of Milpitas encourages individuals, community-based groups, service clubs, fraternal organizations, youth groups, private clubs, churches, schools and businesses to participate.

B. All participants shall be 13 years or older. All participants under the age of 18 years old shall be accompanied by an adult 18 years of age or older at all times.

4. Adoption Opportunities

The four (4) adoption opportunities below reflect the primary maintenance or beautification opportunities in the Adopt-A-Spot Program, which may be modified by the City Manager at any time.

1. Litter removal: Removing litter within the adopted area several times per month as agreed upon by adopter and City.
2. Graffiti removal: Painting over graffiti within the adopted areas as needed.
3. Vegetation Control: Vegetation control can be performed by hand pulling weeds, hoeing, pruning, applying weed barrier(s) and/or applying mulch within the adopted area.
4. Tree and Shrub Planting: Planting and establishing trees and/or shrubs according to the City's approved plan within the adopted area.

5. Establishing Adoption Sites

All City parks or City open space are eligible to be adopted under this Policy, subject to the approval of the Recreation Services Manager or designee and City Manager.

6. Terms and Conditions

The general terms and conditions for participation in the program are set forth in Exhibit A and attached to this Policy.

7. Recognition Signs

The City may recognize contributions made through the program by displaying the adopter's name (without any logo or other symbol) on a recognition sign designed and installed by the City. The sign shall have a maximum size of two (2) feet in width by two (2) feet in height. The design, lettering, color, size, and other features of all recognition signs shall be uniform. The recognition sign, if any, shall be installed in the general vicinity of the adopted area, subject to the discretion of the Manager of Recreation Services or designee and City Manager.

The sole purpose of the recognition sign installed on City property is a form of "Government Speech" as City recognition of significant contribution made by an individual or organization under this Policy. The recognition sign is not to advertise the adopter's services, products or location in any manner.

8. Program Application

All interested individual or organization may request an application form from the Volunteer Services Coordinator, who will either send an application form to the requester or make the application form available online.

Once a fully completed application is submitted to the Volunteer Services Coordinator, the completed application will be reviewed internally by the City's Recreation Services and Public Works Department (and other departments if necessary). A completed application packet shall include:

- a. Completed Application Form
- b. Completed Agreement (Exhibit A)
- c. Completed Minor Liability Forms (Exhibit C-2)
- d. Certificate of Liability Insurance
- e. Any other documents required by the Voluntter Services Coordinator

After the completed application has been reviewed by the City and the City had the opportunity to discuss the application with the applicant, the Volunteer Services Coordinator shall notify the applicant whether the City will approve or deny the request to participate in the Adopt-A-Spot Program and any modifications that will be made to the application to allow the applicant to participate in the program.

9. Safety Orientation

A safety orientation will be provided by City Staff to ensure that the individual or group leader has received the necessary training and information to participate in the program. Additional training may be required subject to the discretion of the Manager of Recreation Services or designee. A separate safety orientation or training is required for each adoption site.

10. Adoption Duration

The adoption period shall be a minimum of nine (9) months and up to a maximum of twelve (12) months. The City may renew the adoption period for up to nine (9) months and up to a maximum of twelve (12) months, provided there are no other request from another individual or organization to adopt the site. Each site will be limited to one adopter at a time and will be on a first come, first served basis based upon the submittal of a completed application.

11. Other Policies

Nothing in this Policy is intended to supersede or limit any other City Council Policy.

**EXHIBIT A**  
**ADOPT-A-SPOT AGREEMENT**

1. **GROUP Services:** GROUP shall `adopt' \_\_\_\_\_ for a period of nine (9), or twelve (12) months. The purpose of this adoption and agreement is to encourage volunteerism in the community, to develop a sense of community pride and ownership in Milpitas' Adopt-A-Spot Program, and to enhance the conditions and usability of Milpitas' open space and parks. In this regard, the GROUP shall perform either one or both of the following:
  - A. During the term of this agreement, GROUP will organize a work party to clean up the open space or park, remove debris, and generally spruce up the condition of the area as mutually agreed between the CITY and the GROUP. This might include painting, litter pick-up, planting and weeding, and similar tasks. These activities shall not include mowing, pruning or other use of sharp-edged cutting tools. These activities shall not conflict with the duties of City employees. The GROUP will submit to the Volunteer Services Coordinator or designee, a proposed work plan for the clean-ups by dates mutually agreed upon. This plan must be approved by Volunteer Services Coordinator or designee before implementation. The GROUP may also embark on park clean-ups or spruce-up projects more frequently in coordination with the CITY, and is encouraged to do so.
  - B. Provide a presence in the park on a regular basis to be on the lookout for potential problems such as criminal activities, vandalism, and maintenance concerns. These problems shall be reported to the CITY immediately. In this regard, the GROUP will provide at least a weekly inspection of the park during the term of this Agreement. Presence shall mean a minimum of one GROUP representative walking and inspecting the entire area for the duration of the time he/she is there. GROUP representatives shall not intervene in conflict or potential conflict situations in any manner whatsoever, but contact appropriate CITY personnel instead.
2. **Term:** The term of this Agreement shall commence on \_\_\_\_\_ and shall terminate on the \_\_\_\_\_, unless terminated earlier pursuant to Exhibit C, Paragraph 4 herein. Thirty (30) days prior to expiration of this Agreement, and every year thereafter, the GROUP shall notify the CITY in writing whether it wishes to extend the Agreement. If the GROUP does not wish to extend the Agreement, the CITY will request that the GROUP make a good faith effort to find a replacement organization to adopt the area. Extension of the Agreement will be by mutual consent between the CITY and the GROUP, subject to the CITY's sole discretion.
3. **Location:** The GROUP will provide these services in \_\_\_\_\_, which is located between \_\_\_\_\_.
4. **Reporting:** The GROUP will complete appropriate reports indicating time, type of activity and materials and submit to the Volunteer Services Coordinator.

5. Any notice or submittal required herein shall be provided to the following:

For Group:

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For City:

Volunteer Services Coordinator  
457 E. Calaveras Blvd.  
Milpitas, CA 95035  
(408) 586-3207

## **EXHIBIT A TO ADOPT-A-SPOT AGREEMENT**

1. City Services: The CITY may provide the following:
  - A. Coordination of appropriate projects and volunteer services with the GROUP.
  - B. Technical assistance to the GROUP on projects such as planting arrangements and other area improvements.
  - C. Appropriate recognition for the GROUP's efforts may include:
    - Recognition at a City Council meeting.
    - Certificates of Appreciation at a City Council meeting.
    - Installation of An Adopt-A-Spot sign.

## EXHIBIT B TO ADOPT-A-SPOT AGREEMENT

1. GROUP NO AGENT. Except as the CITY may specify in writing, the GROUP shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as an agent. The GROUP shall have no authority, express or implied, pursuant to this Agreement to bind the CITY to any obligation whatsoever.
2. ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
3. PERSONNEL. The GROUP shall assign only competent personnel to perform services pursuant to this Agreement. Services performed by the GROUP and/or its individual contributors is strictly volunteer and no payment will be made. All members of the GROUP must complete a Volunteer Application. A monthly report of the GROUP's activities must be submitted to the Volunteer Services Coordinator as required by the Milpitas Volunteer Program.
4. CANCELLATION OF AGREEMENT. The CITY may terminate this Agreement by giving written notice. The GROUP must notify the CITY thirty (30) days in advance of its intent to cancel the Agreement. Pursuant to Exhibit 'A' Paragraph 2 of this Agreement, the CITY will request that the GROUP make a good faith effort to find a replacement organization if the GROUP terminates the Agreement.
5. SAFETY. The GROUP shall conduct all of its work parties and construction projects according to accepted work and safety standards as set forth in, but not limited to, Exhibit C-1. The CITY makes no guarantee as to the personal safety of the GROUP. Each individual who is going to do physical work at the park must sign a waiver, in a form set forth as Exhibit 'C-2.'
6. INDEPENDENT CONTRACTOR. At all times during performance of its services under this Agreement, the GROUP is an independent contractor and the GROUP's members shall not under any circumstances or for any reason, including but not limited to workers' compensation coverage, be considered employees of the City of Milpitas.
7. IMPROVEMENT PLAN. The CITY and GROUP will mutually plan improvements to the area based on development plans and community needs known at the time of the execution of the Agreement. The parties may mutually agree in writing to modify any proposed area improvements.
8. NON-EXCLUSIVE USE. The GROUP has non-exclusive use of the park or open space under the Agreement and CITY reserves all rights over the park and open space. Nothing herein shall grant the GROUP any authority to close the park or open space, prohibit any individual or organization from using the park or open space or in any way hinder the ability of the public from enjoying the park or open space. GROUP shall immediately report any concerns it has or witnessed to the CITY.

9. INDEMNITY. To the fullest extent permitted by law, the GROUP agrees to indemnify, defend with counsel reasonably acceptable to the CITY, and hold harmless the CITY, its officers and employees from all costs, expenses, claims, suits, judgments, demands, causes of action, losses, liabilities or damages arising out of or in any way connected with the intentional or negligent act or omission of the GROUP, the GROUP's officers, employees, agents, contractors, subcontractors or any officer, agent or employee thereof, including without limitation those relating to injury or death of any person or damage to any property.
  
10. COMPLIANCE . GROUP, and all its members and volunteers, shall comply with all local, state, and federal rules, guidelines, regulations, policies and laws. The City Council approved Adopt-A-Spot Policy and any City Manager rules and regulations implanting the Adopt-A-Spot Policy are specifically fully incorporated into this Agreement by this reference.
  
11. INSURANCE: PUBLIC LIABILITY. The GROUP agrees to maintain and pay for a general liability policy naming the CITY, its officers and employees as an additional insureds and insuring them against liability or financial loss resulting from injuries occurring to persons or property in or about or in connection with said work to be performed under this Agreement. Each policy of insurance shall provide primary coverage on an occurrence basis in a company satisfactory to the CITY in the following minimal amounts: personal injury, \$1,000,000 for each person and \$1,000,000 per occurrence; property damage, \$500,000 per occurrence. Each policy shall provide that it shall not be cancelled or reduced in coverage without 30 days prior written notice to the CITY. The general liability policy shall provide (a) if the CITY, its officers or employees have other insurance against loss covered by said policy, said other insurance shall be excess insurance only, (b) that the CITY, its officers and employees are not precluded from claim under said policy against other insured parties.

The GROUP shall file Certificates of Insurance with the CITY in form satisfactory to the CITY ATTORNEY upon execution of this Agreement, evidencing said coverage and the requirements of this paragraph.

By signing their names hereunder, however, the parties waive the provisions of this paragraph requiring Public Liability Insurance:

APPROVED  
CITY OF MILPITAS

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Manager

GROUP

By: \_\_\_\_\_  
Officer/Group Representative

By: \_\_\_\_\_  
Officer/Group Representative

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## EXHIBIT `C-1`

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### **CITY OF MILPITAS ADOPT-A-SPOT PROGRAM SAFETY REQUIREMENTS FOR PARTICIPANTS**

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Thank you for helping to improve the Milpitas community's open space and parks. We want you to have an enjoyable and rewarding experience. All we ask is that you follow these safety precautions.

#### **While in the open space or park, remember. . . SAFETY FIRST!**

To protect yourself and others:

- Do not consume alcoholic beverages before entering, or while in the area.
- Avoid overexertion; drink plenty of water, especially on warm, humid days.
- Do not touch or attempt to remove materials which you suspect may be toxic or hazardous, or are not readily identifiable. Items to avoid: powders, chemicals, smelly substances, suspicious packages, chemical drums or containers, weapons, syringes or hypodermic needles, dead animals or broken glass. Notify the Police Department (EMERGENCY 911; NON-EMERGENCY 586-2400) or the Public Works Department (586-2600) of the location of weapons or suspected toxic substances immediately.
- Discontinue presence in the area at dusk.
- If you see potential problems, do not intervene. Immediately contact the Police Department for response at (408) 586-2400. Emergencies should be reported immediately to the Police Department at 911.
- Be on the lookout for broken glass, dangerous play equipment, graffiti, damaged trees and shrubs, broken signage, litter and trash, anything out of the ordinary. Report all hazards to the Public Works Department immediately.
- Groups are encouraged to use a checklist for inspections, submit it to the group coordinator, and notify the City as soon as possible if problems are observed.
- As an Adopt-A-Spot Program participant, always act in a responsible manner.

**Thank you for participating in the City of Milpitas Adopt-A-Spot Program.**

**EXHIBIT `C-2`**

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**CITY OF MILPITAS  
ADOPT-A-SPOT PROGRAM  
RELEASE OF LIABILITY FOR UNDER-AGE PARTICIPANT**

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**TO BE READ, UNDERSTOOD AND SIGNED BY PARTICIPANT**

I am the legal parent or guardian of my child \_\_\_\_\_. I do hereby voluntarily grant permission for my child to participate in \_\_\_\_\_ (activity) with the City of Milpitas, effective on \_\_\_\_\_ (date). I certify that my child is in good physical condition and has not been advised otherwise by a qualified medical practitioner.

I understand that participation in the above listed activity involves an element of risk and danger of accidents. I understand that the hazards of participation in the above activity include, but are not limited to, injury or death from natural or manmade conditions on property, negligence, (whether active or passive and expressly including gross negligence), willful misconduct or other acts by the City of Milpitas, its officers, agents, employees or other volunteers. **I am voluntarily granting permission for my child to participate in this activity with the knowledge of the danger involved. I, and my child, accept and assume all risks of injury, death or personal property damage.**

\_\_\_\_\_  
Please Initial

In consideration of my child being permitted to participate in the above listed activity, I and my child agree to not make a claim against, or sue, the City of Milpitas, its officers, agents, employees or volunteers for and from any injury, death, or property damage I may suffer arising out of or in any way connected with my participation in this activity.

In addition, I and my child release and discharge the City of Milpitas, its officers, agents, employees and volunteers from all actions, claims or demands, costs, attorneys' fees, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, that I have or may later have for injury, death or property damage resulting from my participation in the above listed activity.

Lastly, I also grant full permission to the City of Milpitas to use my child's name and/or photograph, videograph, motion picture or recording for any publicity or promotion purposes without obligation or liability.

**I, \_\_\_\_\_ (Parent/Guardian's Name - Please Print), HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, AND I SIGN IT VOLUNTARILY.**

DATE: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_  
(Signature)

Minor: \_\_\_\_\_  
(Signature)

Parent/Guardian: \_\_\_\_\_  
(Print)

Minor: \_\_\_\_\_  
(Print)