

CITY OF MILPITAS  
ADOPT-A-SPOT AGREEMENT

THIS AGREEMENT is made at Milpitas, California, as of MAY 1, 2013 by and between the CITY OF MILPITAS, a municipal corporation ('CITY') and MELC ('GROUP'), who agree as follows: MILPITAS EXECUTIVE LIONS CLUB.

1. Purpose. The purpose of this adoption and agreement as approved by City Council action on May 18, 1993, is to encourage volunteerism in the community, to develop a sense of community pride and ownership in Milpitas' image (parks, private yards, fence, roadways and sidewalks), free from litter, debris and weeds and to enhance the conditions and usability of Milpitas' parks and to further enhance the community landscape in an effort to beautify the community.
2. Services. Subject to the terms and conditions set forth in this Agreement, GROUP shall provide to CITY the services described in Exhibit 'A.' GROUP shall provide said services at the time and place and in the manner specified in Exhibit 'A.'
3. Supplies and Equipment. Except as set forth in Exhibit 'B,' GROUP shall, at its sole cost and expense, furnish all supplies and equipment which may be required for providing services pursuant to this Agreement.
4. General Provisions. The general provisions are set forth in Exhibit 'C'.
5. Insurance. Insurance requirements, if applicable, are specified in Exhibit 'C.'
6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

CITY OF MILPITAS  
A Municipal Corporation

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

GROUP

By: Chris Lee - CHRIS LEE  
Officer - Group Representative

APPROVED AS TO FORM

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

EXHIBIT 'A'

1. GROUP Services: GROUP shall 'adopt' ALVISO ADOBE PARK for a period of (9) or (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 system, and to enhance the conditions and usability of Milpitas' parks. In this regard, 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 park, remove debris, and generally spruce up the condition of the park 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 and contractors. GROUP will submit to Volunteer Services Coordinator or designee a proposed work plan for the clean-ups by dates mutually agreed. This plan must be approved by Volunteer Services Coordinator or designee before implementation. 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 CITY immediately. In this regard, 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 park area for the duration of the time he/she is there. GROUP representatives shall not intervene in conflict or potential conflict situations, but contact appropriate CITY personnel instead.
2. Term: The term of this Agreement shall commence on \_\_\_\_\_ and shall terminate on the MAY 31, 2014 unless terminated earlier pursuant to Exhibit C, Paragraph 4 herein. Thirty (30) days prior to expiration of this Agreement, and every year thereafter, GROUP shall notify CITY in writing whether it wishes to extend the Agreement by one year. If GROUP does not wish to extend the Agreement, CITY will request that GROUP make a good faith effort to find a replacement organization to adopt the park. Extension of the Agreement will be by mutual consent between CITY and GROUP.
3. Location: GROUP will provide these services at ALVISO ADOBE PARK, which is located between 2087 ALVISO ADOBE COURT
4. Reporting: 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:

MILPITAS EXECUTIVE LIONS CLUB

P.O. Box 360906

Milpitas, CA ~~95035~~

95036-0906

For City:

Volunteer Program Coordinator

457 E. Calaveras Blvd.

Milpitas, CA 95035

(408) 586-3207

## EXHIBIT `B`

1. City Services: CITY shall provide the following:
  - A. Coordination of appropriate projects and volunteer services with GROUP.
  - B. Technical assistance to GROUP on projects such as planting arrangements and other park improvements.
  - C. Appropriate recognition for GROUP's efforts, to include:
    - a plaque at Community Center or City Facility bearing the name (and logo, if feasible) of the adopting group,
    - recognition at a City Council meeting
    - participants will be presented Certificates of Appreciation at a CITY Council meeting
    - an adopt-a-spot sign will be posted on adopted site after 65 reported hours. This helps in reinforcing the sense of pride and responsibility on the volunteers.

## EXHIBIT 'C'

1. GROUP NO AGENT. Except as CITY may specify in writing, GROUP shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. GROUP shall have no authority, express or implied, pursuant to this Agreement to bind 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. GROUP shall assign only competent personnel to perform services pursuant to this Agreement. 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. CITY may terminate this Agreement by giving written notice 30 days in advance. GROUP must notify CITY 30 days in advance of its intent to cancel the Agreement. Pursuant to Exhibit 'A' Paragraph 2 of this Agreement, CITY will request that GROUP make a good faith effort to find a replacement organization if GROUP terminates the Agreement.
5. SAFETY. 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, GROUP is an independent contractor and GROUP's members shall not under any circumstances of for any reason, including but not limited to workers' compensation coverage, be considered employees of the City of Milpitas.
7. IMPROVEMENT PLAN. CITY and GROUP will mutually plan improvements to the park 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 park improvements.
8. NON-EXCLUSIVE USE. The CITY does not grant exclusive rights to the GROUP for the use of the park.
9. INDEMNITY. To the fullest extent permitted by law, GROUP agrees to indemnify, defend with counsel reasonably acceptable to CITY, and hold harmless 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, 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. INSURANCE: PUBLIC LIABILITY. GROUP agrees to maintain and pay for a general liability policy naming 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 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 CITY. The general liability policy shall provide (a) if CITY, its officers or employees have other insurance against loss covered by said policy, said other insurance shall be excess insurance only, (b) that CITY, its officers and employees are not precluded from claim under said policy against other insured parties.

GROUP shall file Certificates of Insurance with CITY in form satisfactory to 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  
A Municipal Corporation

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

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

GROUP

By: Chris Lee  
Officer - Group Representative

By: \_\_\_\_\_  
Officer - Group Representative

CHRIS LEE

VICE PRESIDENT  
MILPITAS EXECUTIVE LIONS CLUB.

EXHIBIT 'C-1'

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

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Thank you for helping to improve the community's park system. We want you to have an enjoyable and rewarding experience, and ask that you follow these safety precautions.

**While in the Park, remember. . . SAFETY FIRST!**

To Protect Yourself and Others:

- Do not consume alcoholic beverages before entering, or while in the park.
- 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 (408)586-2400) or Public Works Department (408)586-2600) of the location of weapons or suspected toxic substances immediately.
- Discontinue presence in the park at dusk.
- If you see potential problems, do not intervene. Immediately contact the Public Works Department for response at (408)586-2600. 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-Park 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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I, \_\_\_\_\_, declare that I am the parent/legal guardian of

(hereinafter referred to as Adopt-A-Spot Program "Participant").

1. I, the undersigned, do hereby agree to allow Participant to participate in the Adopt-A-Spot Agreement with the City of Milpitas for \_\_\_\_\_ from \_\_\_\_\_ through \_\_\_\_\_. Participation in this Agreement is limited to light duty types of work as outlined in EXHIBIT A. No non-City employee will be allowed to operate equipment such as motorized lawn mowers or weed trimmers.

I AM AWARE THAT PARTICIPATION IN THE ADOPT-A-SPOT PROGRAM INVOLVES AN ELEMENT OF RISK AND DANGER OF ACCIDENTS, AND I AM ALLOWING PARTICIPANT TO PARTICIPATE IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I ACCEPT AND ASSUME ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE. (PLEASE INITIAL.) \_\_\_\_\_

2. I covenant not to sue and I release, waive and discharge the City of Milpitas, its officers, agents or employees, from all actions, claims, demands or liability I, my personal representatives, heirs and next of kin may have for my bodily injury, death, or property damage, whether caused by the negligence or other acts by the City of Milpitas, its officers, agents, or employees, connected in any way with Participant's participation in the Adopt-a-Park program. I also grant full permission to the City of Milpitas to use the Participant's name and/or photograph or video for any publicity or promotional purposes without obligation or liability.
3. I have read and voluntarily signed this Release and fully understand its contents.

\_\_\_\_\_  
SIGNATURE (*Volunteer*)

\_\_\_\_\_  
Name of Volunteer (*please print*)

\_\_\_\_\_  
SIGNATURE (*Parent*)

\_\_\_\_\_  
Name of Parent (*please print*)

# Volunteer Waiver, Release and Indemnification Agreement for Adult Volunteers

By signing this Volunteer Waiver, Release and Indemnification Agreement for Adult Volunteers (“Agreement”), I hereby agree to volunteer and participate in the \_\_\_\_\_ event scheduled for \_\_\_\_\_, 2013 (the “Activity”) and to give the permissions, releases, commitments and representations made herein. I certify that I am at least 18 years of age and in good physical condition and have not been advised otherwise by a qualified medical practitioner.

In participating in this Activity, I recognize and acknowledge that there are certain risks of serious injury, death and property damage. I understand that the Activity involves, but is not limited to, physical exertion, construction and hauling, walking, lifting heavy objects and working with sharp edged, pointed and/or powered tools and materials. In addition, the Activity may involve broken and discarded items such as construction debris, broken glass, sharp metal objects, and other potentially serious hazards. I understand that in addition to these risks, there are unpredictable dangers and consequences involved in these activities that cannot be foreseen. I also acknowledge that Activity supervisors and City officials are not trained medical professionals.

Knowing, understanding and fully appreciating these facts, I agree to participate in the Activity and hereby expressly, voluntarily, and willingly assume the full risk of any injuries, damage or loss which I may sustain as a result of participating in any and all activities connected with or associated with this Activity. If I observe any unusual or significant hazard, I will bring it to the attention of the applicable supervisor or other official immediately and remove myself from participation if necessary.

For myself, and my heirs, executors, administrators and assigns, I hereby release the City of Milpitas, its officials, officers, directors, employees, agents, volunteers, and sureties, and each of them, and agree to defend, indemnify and hold the City of Milpitas, its officials, officers, directors, employees, agents and volunteers harmless from and against any and all loss, liability, damage, including but not limited to reasonable attorney, consultant and expert fees and/or court costs, directly or indirectly arising out of or in connection with my participation in the Activity. The foregoing agreement to indemnify shall continue in full force and effect notwithstanding the conclusion of my participation in the Activity. This Agreement is applicable even though that liability may arise out of negligence or carelessness on the part of the released persons or entities mentioned above. It is further agreed that this Agreement is binding on my heirs, dependents, executors, administrators and assigns.

In the event of an emergency, I consent and authorize any and all medical treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered. If I am injured while participating in the Activity, I agree to report it to the volunteer supervisor immediately.

I agree to abide by all instructions set forth by the City of Milpitas staff and any volunteer supervisors during my volunteer activities. I understand that I am required to wear and /or use all safety equipment and follow safe work practices.

I also give my full permission to the City of Milpitas and any other media sources to use my name and/or pictures, or voice recordings for any publicity and promotion purposes without obligation or liability to me.

_____ SIGNATURE ( <i>Volunteer</i> )	_____ Name of Volunteer ( <i>please print</i> )	
_____ Email address	_____ School, Club, or other Affiliation	
_____ Emergency Contact / Relationship	_____ Home & Emergency Phone Number	
_____ Address	_____ City	_____ Zip Code



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Willis of Illinois, Inc. 425 N. Martingale Road, Suite 1100 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: lionsclubs@willis.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.	TYPE OF INSURANCE	ADDL. INSUR.	SUBR. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER MONTH <input type="checkbox"/> LOC	X		HDOG27012784	09/01/2012	09/01/2013	EACH OCCURRENCE DAMAGE TO RENTALS PREMISES (Ea or occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ALL AUTOS <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SHARED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTIONS			ISAH08711392	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AND OCCURRING EMPLOYERS' EXCLUSIVE (Mandatory in NH) Psychological and Occupational Disease		N/A				WC STATUTORY LIMITS E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Adopt A Park: Alviso Adobe starting June 2013

City of Milpitas, its Officers, Employees and Volunteers are/ is included as an Additional Insured(s), but only with respect to General Liability arising out of the issuance of permit(s) to the Insured shown above and not out of the sole negligence of said additional insured.  
 PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER  City of Milpitas 455 E. Calaveras Blvd Milpitas California 95035	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**City of Milpitas  
Adopt-a-Spot Program  
Alviso Adobe Park  
(June 1, 2013)**

Each week the Group: Milpitas Executive Lions Club (MELC) will perform the following task on Saturday or Sunday morning. A larger, more detailed group clean-up will be performed on the 1<sup>st</sup> Saturday of every month.

1. Pick up trash and garbage.
2. Pickup and dispose of any dropped fruit from the Apricot trees.
3. Inspect picnic ground area and park for any safety hazards or graffiti. Report any to appropriate department/staff if found.
4. Inspect all picnic tables for wear/damage, safety hazards or graffiti. Wipe any dirt or cobwebs from the picnic tables and benches. Report any to appropriate department/staff if found.
5. Remove charcoal and ashes from the barbeque pits. Make sure it has cooled off before disposing. Use a metal shovel or metal dustpan.
6. Inspect restroom for cleanliness, safety hazards and graffiti. Report any to appropriate department/staff if found.
7. 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. Report to appropriate department/staff if found.
8. Check the outside sink next to water fountain to make sure it is clean, water is turned off and not leaking.
9. Sweep the grounds in the center picnic area (weekly).
10. Sweep the leaves and branches from the walking path and parking area (monthly).
11. Wipe down and remove dust and cobwebs from the plexiglass signage display cases.
12. Wipe down and remove dust and cobwebs from the 2 art exhibits: Alviso Water Tower and the Historic wagon.
13. Check and remove any cobwebs from the picket fences.

Reviewed by: \_\_\_\_\_  
Milpitas Volunteer Partners Office

Approved by: \_\_\_\_\_