

Historical Names from early Milpitas History

From the Milpitas Historical Society

Here is a short list of six prominent nineteenth century Milpitanes for whom there is no street or park currently named. These names were taken from a longer list still being compiled by the Historical Society.

Ashley, Aldace – First agent for Sunset Telephone Co. Brought first telephones to Milpitas c.1890s. Grocery store owner in 1800s.

Johnson, J. W. – Milpitas farmer and rancher. First Constable for Milpitas Township c. 1860s

Valpey, Captain Calvin – Former sea captain. Early settler and prominent rancher in Milpitas and the Calaveras Valley. Built a landing next to Dixon's Landing. Served as Laguna School Trustee in the late 1800s. Buried in Laguna Cemetery at Ed Levin County Park.

Arnold, Jerry – Rancher and farmer in the Apex development area who was a Milpitas Grammar School Trustee in 1880s.

Vennum O. H. P. – Milpitas farmer and First Justice of the Peace for Milpitas Township c. 1860s.

Beverson, Charles – Early German immigrant who farmed in Milpitas. Operated the Laguna Valley Dairy. Also, ranched 2,000 acres running cattle in the east side of Arroyo Hondo.

City Streets, Parks, and Facilities Suggestion List

Belshaw (Allen)
Bettencourt
Boetcher
Cardoza
Chen
Costa
Crandall
Diaz
Ebbie
Ede
Gurley
Hivner
Hobs
Ohlone
Rader
Shaughnessy
Snell
Souza
Wall

Sinnott Park

Type	Neighborhood Park
Location	Tahoe Drive and Butano Drive
Size	4.67 acres



Analysis

Sinnott Park is adjacent to John Sinnott Elementary School and serves the surrounding neighborhood with passive recreational amenities. The park is nicely



organized with a activity area at the south end, and a small activity area at the north end that create “destination” spaces at either end of the park. The northern destination is a small exercise equipment area that is situated close to the school and can be used for physical education classes. It is in need of refurbishment. The activity core on the south end of the park includes a restroom, two children’s play areas for ages 2-5, and a very large sand area with no apparent use. The play area is not up to code and not ADA-complaint. The activity core should be redesigned to create a vibrant setting with more variety, shade and recreation value, incorporating a renovated play area, a small group picnic area, smaller turf areas, and space for games such as volleyball.

Existing Amenities

This park has three picnic tables with three barbecues, five benches, one bicycle rack, one drinking fountain, two horse shoes pits, one informal turf area, one volleyball court and one restroom. The park also includes two children’s play structures.

Maintenance

This section describes long and short term maintenance needs, and presents recommendations to improve ongoing park operations and control costs.

When looking at the table on page 3.3-170, you will see it defines what is or is not currently in compliance with accessibility regulations. This table further defines the actions and estimated costs needed to bring the existing playground equipment and existing park components, such as picnic areas, pathways and parking, into compliance with current accessibility regulations.

These recommendations are based on the Playground Safety Inspection report that was prepared by Safeplay by Design, Inc. dated January 2008. The full report is included in the appendix.

The Site Plan recommends a comprehensive remodeling of this park. In this case, playgrounds and play areas, accessibility, safety, and maintenance issues would be corrected as part of the reconstruction, and the recommendations made in this table would be superseded.

SINNOTT PARK				
<i>SAFETY, ACCESSIBILITY & MAINTENANCE</i>				
ADA Conformance	Conforming	Non-Conforming	Notes	
Parking		X		
Access within the site	X			
Play Areas		X		
Picnic Areas		X		
Restrooms	X			
Component	Quantity	Unit	Unit Cost	Total Cost
Concrete path, 10 ft. width	700	LF	\$200	\$140,000
Add Security lights	12	EA	\$15,000	\$180,000
Accessible parking apace, on-street	1	LS	\$22,000	\$22,000
Renovate turf and irrigation	10,000	LS	\$2.75	\$27,500
Renovate planting and irrigation	15,000	SF	\$4.00	\$60,000
Remove, stockpile, and re-distribute sand for play area	6,000	SF	\$0.35	\$2,100
Install poured-in-place surfacing	2,000	SF	\$40	\$80,000
Install required signage	1	LS	\$500	\$500
Remove and replace climbing structure	1	LS	\$45,000	\$45,000
Design	1	LS	\$85,000	\$85,000
Administration/Inspection	1	LS	\$77,900	\$77,900
Contingency	1	LS	\$80,000	\$80,000
			Total	\$800,000

(LF = Linear Feet; SF = Square Feet; LS = Lump Sum; EA = Each)

Possible Improvement

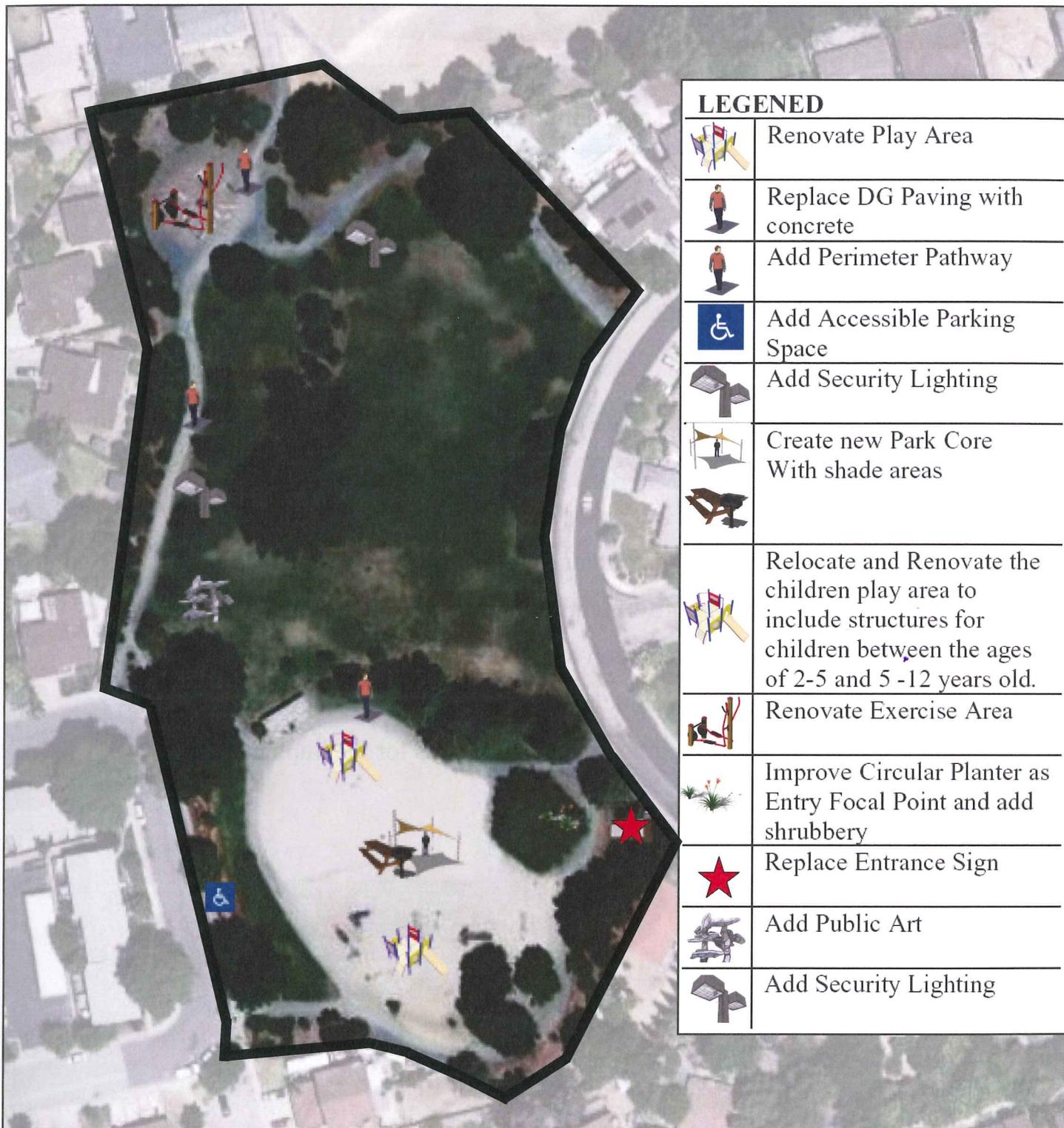
This park should have a “Astronomy” theme that can be expressed through its public artwork and the different amenities throughout the park.

Site Plan

Redesign southern park core area as described above, with new play area, expand shade structures, picnic area, space for games, and other amenities.

Sinnot Park

Site Plan



LEGENED	
	Renovate Play Area
	Replace DG Paving with concrete
	Add Perimeter Pathway
	Add Accessible Parking Space
	Add Security Lighting
	Create new Park Core With shade areas
	Relocate and Renovate the children play area to include structures for children between the ages of 2-5 and 5 -12 years old.
	Renovate Exercise Area
	Improve Circular Planter as Entry Focal Point and add shrubbery
	Replace Entrance Sign
	Add Public Art
	Add Security Lighting

PARKS MASTER PLAN

- Provide shade for picnic and play areas.
- Replace decomposed granite paths with concrete.
- Add security lighting.
- Renovate exercise area with new equipment.
- Provide benches.
- Improve Butano Drive entrance, taking advantage of large existing focal point tree, and replace entrance sign.
- Add Public Art.
- Add handicap parking space.
- Keep the large open grass area for free play.

A key purpose of this Parks Master Plan is to compare the cost and size requirements of the desired improvements with existing financial and land resources necessary for implementation of the community's vision. The table on the following page presents anticipated capital development costs and Section 6, further explains funding recommendations for the implementation of future upgrades to the parks.

SINNOTT PARK

FUTURE UPGRADES

Component	Estimated Cost
Children's Play Area	\$825,000
Courts and Games	\$50,000
Demolition	\$125,000
Earthwork & Drainage	\$60,000
Lighting & Electric	\$175,000
Parking	\$50,000
Pathways, Paving, & Walls	\$630,000
Picnic Areas	\$210,000
Planting & Irrigations	\$185,000
Public Art	\$55,000
Signage	\$25,000
Site Furniture	\$135,000
Design	\$350,000
Administration/Inspection	\$300,000
Contingency	\$320,000
Total	\$3,500,000

CITY OF MILPITAS ADOPT-A-SPOT PROGRAM

1. Scope

The goal of the Adopt-a-Spot Program is to encourage 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.

A. Neither the program, nor its courtesy signs, are intended to provide a forum for advertisement, solicitation, or public discourse.

B. Adoptions are intended to reduce, not add to, the City's maintenance work load.

C. Adoption types include litter removal, graffiti removal, vegetation control and tree and shrub planting.

2. Eligibility

Individuals, community-based groups, service clubs, fraternal organizations, youth groups, private clubs, churches, schools and businesses may participate.

A. Eligibility shall not be denied on the basis of race, sex, color, religion, national or ethnic origin, age, political affiliation, ancestry, marital status, sexual orientation, disability, or medical condition (unless the disability or medical condition would affect the participant's or public's safety).

B. Program participants must be 13 years or older, and accompanied with an adult 18 years of age or older.

3. Adoption Types

The adoption type reflects the primary maintenance or beautification activity performed. The City may modify an adoption type.

1. Litter removal: Removing litter several times per month as agreed upon by adopter and City.

2. Graffiti removal: Painting over graffiti as needed on one or more areas.

3. Vegetation Control: Vegetation control can be performed by hand pulling weeds, hoeing, pruning, applying weed barrier(s) and/or applying mulch.

4. Tree and Shrub Planting: Planting and establishing trees and/or shrubs according to the City's approved plan.

4. Establishing Adoption Sites

The general provisions are set forth in Exhibit 'C'.

5. Courtesy Signs

The City may recognize contributions made through the program by displaying the adopter's name on a courtesy sign's recognition panel. The sole purpose of the courtesy sign is to identify the adopter and not to advertise the adopter's services, products or location.

6. Program Application

The program application initiates the adoption process. The Volunteer Services Coordinator will send applications to all interested groups and keep record of all completed applications. The completed applications will be forwarded to the Public Works Director. A completed application packet shall include:

1. Completed Application (Exhibit A)
2. Completed Agreement (Exhibit C)
3. Completed Minor Liability Forms (Exhibit C-2)
4. Certificate of Liability Insurance

7. Safety Orientation

A safety orientation is provided by City Staff to ensure that the group leader has received notice of the requirements set forth in the agreement. Since information specific to a site is discussed, a separate safety orientation must be attended for each adoption site.

8. Adoption Duration

The duration of an adoption will be a minimum of 9 months and up to a maximum of 12 months. Each site will be limited to one adopter at a time and will be on a first come, first served basis.

EXHIBIT `A`

1. GROUP Services: GROUP shall `adopt` _____ 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' 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 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. 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, 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 by one year. 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.
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:

For City:

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

EXHIBIT `B`

1. City Services: The CITY shall 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, to include:
 - A perpetual plaque at Community Center or City Facility bearing the name 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 the adopted site after the term of the agreement or after 150 volunteer hours have been completed as a group, whichever comes first.

EXHIBIT `C`

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. 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 30 days in advance. The GROUP must notify the CITY 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 CITY does not grant exclusive rights to the GROUP for the use of the park.
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. 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
A Municipal Corporation

By: _____
City Attorney

By: _____
City Manager

GROUP

By: _____
Officer/Group Representative

By: _____
Officer/Group Representative

EXHIBIT `C-1`

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

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`

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

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-Spot 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: _____

Parent _____

Print Name: _____

Legal Guardian _____

Date: _____



City of Milpitas Skate Park Feasibility Study

Project Summary Sheet and Scope of Work

Project: Skate Park Feasibility Study
Consultant Information: Stantec
9179 Aero Drive
San Diego, CA 92123-2411
(858) 633-4233

Project Manager: Kanten Russell,
Mike McIntyre

City Team: Jeff Moneda, Public Works/Engineering (Project Manager)
Renee Lorentzen, Recreation Department
Julie Waldron, Engineering

CIP Budget for Feasibility Study:	\$100,000
Stantec's Contract:	\$19,499
Remaining Available for Design:	\$80,501

Project Summary

CIP project budget of \$100,000

Scope of Work/Milestones

- Task 1: Presentation of skate park concepts and proposed sites to City staff (status: complete 10/1/14)
 - Task 2: Presentation to PRCRC as informational item (11/3/14)
 - Task 3: Community Meeting #1 (11/5/14)
 - Task 4: Presentation of final concept plans and cost estimate to Staff (11/25/14)
 - Task 5: Community Meeting #2 (12/3/14)
 - Task 6: Presentation to PRCRC of final concept plan for recommendation (12/8/14)
 - Task 7: Submittal by consultant of final draft to staff for review (12/22/14)
 - Task 8: City Council approval of Feasibility Study and Final Concept Plan (1/6/15)
-

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

1. Scope

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A. Neither the program, nor its courtesy signs, is intended to provide a forum for advertisement, solicitation, or public discourse.

B. Adoptions are intended to reduce, not add to, the City's maintenance work load.

C. Adoption types include litter removal, graffiti removal, vegetation control and tree and shrub planting.

2. Eligibility

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EXHIBIT `A`

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 - 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, 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 by one year. 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.
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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:

For City:

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

EXHIBIT `B`

1. City Services: The CITY shall 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, to include:
 - 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 the adopted site after the term of the agreement or after 150 volunteer hours have been completed as a group, whichever comes first.

EXHIBIT `C`

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 30 days in advance. The GROUP must notify the CITY 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 CITY does not grant exclusive rights to the GROUP which would allow them to exclude the public from the use of the park or open space.
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. MISCELLANEOUS PROVISIONS. The City has absolute discretion on who may become an Adopt-A-Spot Program participating organization.

The City does not intend to modify or change the non-public forum status of any City property by the Adopt-A-Spot program or by providing Donor recognition or Sponsorship recognition on City property. By placing any signs or other recognition on City property, the City intends only to engage in government speech and does not intend to open a public forum for free speech activity.

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

EXHIBIT `C-1`

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

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`

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

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-Spot 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: _____

Parent _____

Print Name: _____

Legal Guardian _____

Date: _____