

February 20, 2013

Douglas M. Harris  
Chairman, University Park Homeowner's Association, Wildfire Mitigation Committee  
2106 Concordia Drive  
Colorado Springs, CO 80918

Dear Mr. Harris,

The Colorado Springs Parks, Recreation and Cultural Services Department extends its appreciation to you for participating in the Adopt-A-Park program and for agreeing to adopt:

***Dr. Frank M. Houck Park and University Park Open Space***

To facilitate communications between our organizations, this informal Letter of Understanding will clarify our individual and mutual responsibilities.

***Letter of Understanding***

In the spirit of cooperation, the ***Colorado Springs Parks, Recreation and Cultural Services Department and University Park HOA*** mutually agree to the following:

***Colorado Springs Parks, Recreation and Cultural Services Department Responsibilities:***

1. Continue to "maintain" the park/median/trail/garden on a daily basis. Efforts will continue to mow, fertilize, remove hazards, and irrigate turf as resources and approved budgets will allow.
2. Develop and install signage in compliance with department policies.
3. Provide watering, within permitted guidelines and budgets, for turf and plants.
4. Repair or adjust the watering system, as needed, throughout the growing season.
5. Remedy any safety hazards, which might develop within the park/median/trail area.
6. Acknowledge the adoption through signage placed on the park/median/trail.

***Adopter – Responsibilities:***

**Tasks to be accomplished each visit**

1. Collect trash throughout park area. Walk field/grass areas keeping an eye out for foreign materials, especially broken glass.
2. Check for and remove weeds and grasses from all shrub beds and tree rings. Level and/or reset wood chips in shrub beds and tree rings as necessary.
3. Check all paintable surfaces for graffiti and report to Parks and Recreation contact.
4. Clean debris from any parking areas and/or curb lines.
5. Check and pick up any dog waste from grass surfaces (primarily required during non-irrigation months).

6. Check and restock dog stations.
7. Rake and collect pine needles (primarily required once in spring, once in fall).
8. Clean/sweep debris from sidewalks and play courts surfaces.
9. Rake and level wood chips and sand surfaces in playgrounds paying particular attention to leveling areas beneath swings and slide landing zones. Remove and evenly spread chips and sand that has accumulated beneath play structures. Keep an eye out for broken glass in playgrounds.
10. Check playground structure for loose or missing nuts and bolts, loose platforms, or other damaged or missing pieces or parts. Report any findings to Parks and Recreation contact.

**Potential tasks for special work days**

1. Re-chip shrub beds and tree trees.
2. Create new tree rings.
3. Painting/staining projects as applicable per park.
4. Replenish playground sand.
5. Replenish playground chips.
6. Clean up edging debris.
7. Plant/tree replacement projects.
8. Chip bed creation.

***Mutual Responsibilities***

1. This letter of Understanding will begin from this point forward and continue until December 31, 2013. Upon the mutual consent of both parties, it can be renewed on a year-to-year basis.
2. Adopters agree not to modify or add to the existing landscape or park/median/trail design plan without the consent of the Parks, Recreation and Cultural Services Department.
3. To enhance direct communications between our organizations, a primary contact person will be assigned for each party. Both parties agree to communicate on a regular basis.

**Parks, Recreation and Cultural Services Representatives:**

Stacy Fritts, Admin Tech ( <i>primary</i> )	719-385-6519
Stacy Rawlins, District Supervisor	719-499-9748

**Adopter**

April Skalski ( <i>primary</i> )	719-528-5540
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***Informed Consent/Release***

I/We offer to volunteer my/our services to the City of Colorado Springs Department of Parks, Recreation and Cultural Services. I/We understand that I/We am working at all times on a voluntary basis, and will not be paid in any way and that this agreement can be canceled at any time by the Department or by me/us.

If I/We am injured while volunteering for the Department, I/We MAY be covered by medical insurance purchased by the Department. In order to be eligible for such coverage, I/We must attend any required training and follow all of the policies and instructions pertaining to the position that I/We fill. **The Department and the City are not promising to provide medical coverage, and may under certain circumstances, restrict or discontinue it at any time without notice to me/us. I/We understand that I/We should obtain my own separate medical insurance.**

I/We release the City of Colorado Springs and the Parks, Recreation and Cultural Services Department and project sponsors, their employees, agents, leaders, instructors, contractors and volunteers from any liability for loss or injury to my/our person or property which might occur due to negligence or other acts or omissions. This release applies to any losses or injuries which may occur as a result of, or during my participation in, volunteer service.

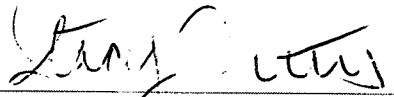
I/We realize that this release is a binding contract. I/We have read and do understand it. I/We knowingly and voluntarily sign below. The City may use my/our photograph for any official Department publications and/or productions.

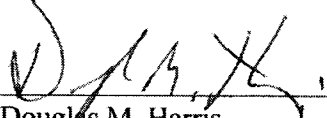
**If your list of participants changes, please send an updated list to our office. All listed participants will be covered by this release for the term of the adoption.**

Please Print Name	Phone #	Address	Zip Code
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

*If you have additional participants, please attach a separate page.*

The Colorado Springs Parks, Recreation and Cultural Services Department and **University Park HOA** mutually agree to the terms and conditions in this Letter of Understanding.

  
 Stacy Fritts, Admin Tech  
 Parks, Recreation and Cultural Services

  
 Douglas M. Harris  
 Chairman, UP HOA Wildfire Mitigation Committee

Date: 2/21/13 Date: \_\_\_\_\_

Please sign and fax back to our office at 719-385-6599 or return in the postage paid envelope.

