

PARKS & RECREATION ADVISORY BOARD

City Council Chambers, 1777 Braodway, Boulder, CO

6:00 p.m., August 22, 2016



AGENDA

All agenda times are approximate

- I. **APPROVAL OF AGENDA (6:00)**
- II. **FUTURE BOARD ITEMS AND TOURS (6:04)**
- III. **PUBLIC PARTICIPATION (6:05)**
This portion of the meeting is for members of the public to communicate ideas or concerns to the Board regarding parks and recreation issues for which a public hearing is not scheduled later in the meeting (this includes consent agenda). The public is encouraged to comment on the need for parks and recreation programs and facilities as they perceive them. All speakers are limited to 3 minutes.
- IV. **CONSENT AGENDA (6:20)**
 - A. Approval of Minutes from June 27, 2016
 - B. Parks and Recreation Development Update
 - C. Parks and Recreation Operations Update
- V. **ITEMS FOR ACTION (6:30)**
 - A. Public Hearing and Consideration of a Motion to Approve a Memorandum of Understanding with the Go Flyers! Club for the Coordination of certain competitive aspects of the City of Boulder's Competitive Youth Gymnastics Program.
 - B. Public Hearing and Consideration of a Motion to Approve a Service Agreement with Kinesis Dance Company to Provide Dance Programs at City of Boulder Facilities.
- VI. **ITEMS FOR DISCUSSION/INFORMATION**
- VII. **MATTERS FROM THE DEPARTMENT (7:00)**
 - A. Facilities Strategic Plan Update
 - B. Recreation Access Update
 - C. Staff Announcements
 - D. Boulder Day Nursery Update (verbal)
 - E. CIP Update 2017-2022 (verbal)
- VIII. **MATTERS FROM BOARD MEMBERS (7:45)**
 - A. PRAB Community Engagement Updates
 - B. PRAB Leadership Update
- IX. **NEXT BOARD MEETING:** September 26, 2016
- X. **ADJOURN**

Boulder Parks & Recreation Advisory Board Members 2016

Marty Gorce
Michael Guzek
Tom Klenow
Jennifer Kovarik
Tyler Romero
Kelly Wyatt
Valerie Yates

Mission Statement

BPRD will promote the health and well-being of the entire Boulder community by collaboratively providing high-quality parks, facilities and programs.

Vision Statement

We envision a community where every member's health and well-being is founded on unparalleled parks, facilities and programs.

Goals of the Master Plan

1. Community Health and Wellness
2. Taking Care of What We Have
3. Financial Sustainability
4. Building Community
5. Youth Engagement
6. Organizational Readiness

For more information on BPRD Master Plan visit the City of Boulder web site at: <https://bouldercolorado.gov/pages/parks-recreation-master-plan>

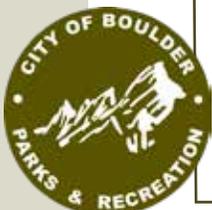


PARKS & RECREATION ADVISORY BOARD

Future Board Items 2016

(prepared August 16, 2016)

<p>January 25</p> <ul style="list-style-type: none"> • Recreation Service Delivery for City of Boulder Youth Camps (d/i) • 2017-22 Capital Improvement Program and Ten Year Capital Investment Strategy (d/i) 	<p>February 29</p> <ul style="list-style-type: none"> • OSMP North Trail Study Area Update (d/i) • 2017-22 Capital Improvement Program (d/i) • 2015 Master Plan Progress Report/Overview of 2016 Priorities(d/i) • Civic Area Update and 2016 Activation Plan (md) 	<p>March 28</p> <ul style="list-style-type: none"> • Last meeting for outgoing PRAB members (p) • Perm Parks and CIP approval (a) • Community Building Update (md) • PRAB Officer Responsibility/ Liaison Roles (md) • PRAB Action Plan Update (mb) • Preferences on Tours (mb) • Comments from the Outgoing Chair (mb)
<p>April 25</p> <ul style="list-style-type: none"> • Board appointments (p) • Election of officers (p) • New Board member orientation (p) • First meeting for new Board members (p) • BVSD Joint Use Agreement (a) • Facility Strategic Plan Update (md) • Canyon Complete Streets Update (m/d) • Boulder's Resiliency Strategy Update (md) • Greenways Advisory Board Feedback on Fourmile CEAP and 2017-22 Greenways CIP (mb) 	<p>May 23</p> <ul style="list-style-type: none"> • Parks and Recreation Fees (d/i) • Update on Development of the Chautauqua Access Management Plan (d/i) • Boulder's Resiliency Strategy Feedback (md) • Urban Forestry Master Plan Kick Off (md) • Boulder Reservoir Master Plan Update (md) • City Community Engagement Efforts Update (md) • PRAB Community Engagement Updates (mb) 	<p>June 27</p> <ul style="list-style-type: none"> • Allocation of Space Update (d/i) • Operating Budget Update (md) • PRAB Community Engagement Updates (mb)
<p>July 25</p> <ul style="list-style-type: none"> • No Meeting this month 	<p>August 22</p> <ul style="list-style-type: none"> • Go Flyers! MOU (a) • Dance Programming Contract (a) • Recreation Access Update (md) • Facilities Strategic Plan Update (md) • Staff Announcements (md) • Boulder Day Nursery Update (md) • CIP 2017-2022 Update (md) 	<p>September 26</p> <ul style="list-style-type: none"> • PRAB Retreat/CC Goals Document (md) • Community Sailing Contract (a) • Boulder Creek Arapahoe Underpass (Arapahoe Avenue and 13th Street) (d/i) • Scott Carpenter Concept Dvpt Update (d/i) • Tour Harbeck/Pottery Lab • YSI/Expand Presentation? • Camp Update – How did they go (Scholarships/general numbers)
<p>October 24</p> <ul style="list-style-type: none"> • Urban Forestry Master Plan Study Session (tent) 	<p>November 28</p> <ul style="list-style-type: none"> • PRAB goals for City Council (mb) • Scott Carpenter Pool Design (a) • Neighborhood Park Renovation Plans (md) • Scott Carpenter Pool Design Update (d/i) 	<p>December 19</p> <ul style="list-style-type: none"> • Work Plan Update (m/d)



PARKS & RECREATION ADVISORY BOARD

LEGEND

- Procedural Item: **(p)**: An item requiring procedural attention
- Consent Item **(c)**: An item provided in written form for consent, not discussion by the Board; any consent item may be called up by any Board member for discussion during the matters from the department
- Action Item **(a)**: A public hearing item to be voted on by the Board (public comment period provided)
- Disc/Info Item**(d/i)**: An item likely to become a future action item (or council item) and/or that benefits from an in-depth presentation of background, financial/social/environmental impacts, public process, staff analysis and next steps (e.g., presentation of major project initiative)
- Matters from Dept **(md)**: Items that will be reviewed and discussed during the meeting but not requiring the level of in-depth analysis of an action or discussion/information item
- Matters from the Bd **(mb)**: Items initiated by the Board that will be reviewed and discussed during the meeting but not requiring the level of in-depth analysis of an action or discussion/information item

Community Touches - *To see a full calendar and details go to www.BoulderParks-Rec.org*

June - August Get Fit in the Civic Area:

- Nature Play Drop-in Programs @ Civic Area Labyrinth (Mondays & Wednesdays)
- Bandshell Boogie @ Civic Area Bandshell (Mondays)
- Walking Tours (Tuesdays)
- Sunrise Vinyasa @ Civic Area Library Lawn (Fridays)
- Bandshell Bootcamp @ Civic Area Bandshell (Saturdays)

- Aug 25 Knollwood Tennis Courts Re-opening Celebration @ Knollwood Tennis Courts
- Aug 26 Family Night at the Pool @ Scott Carpenter Pool
- Aug 27 Summer Sounds Concert @ Civic Area
- Aug 31 Tulip Bulb Give-a-way @ Pearl Street Mall
- Aug 31 Tantra Park Community Meeting #2

- Sept 3-5 Hometwon Festival with EXPAND Duck Race @ Civic Area
- Sept 3 Valmont Volunteer Day
- Sept 7 South Boulder Recreation Center Open House @ SBRC
- Sept 11 Park Volunteer Day @ Boulder Creek
- Sept 17 Pattery Lab Fundraiser @ Pottery Lab
- Sept 18 Park Volunteer Day @ Boulder Creek
- Sept 19-Oct 2 Dog Dayz with Expo Day and Flying High Competition @ Scott Carpenter Pool
- Sept 24 Bee Boulder Celebration @ Civic Area
- Sept 24 Park Volunteer Day @ TBA

- Oct 1 Valmont Volunteer Day @ Valmont City Park
- Oct 7 Cult Classics @ Civic Area
- Oct 14 Cult Classics @ Civic Area
- Oct 21 Cult Classics @ Civic Area
- Oct 28 Halloween Carnival @ SBRC



CITY OF BOULDER
BOULDER, COLORADO
BOARDS AND COMMISSIONS MEETING MINUTES

To listen to the Parks and Recreation Advisory Board meetings in their entirety, please go to the following link:
www.boulderparks-rec.org

Name of Board/Commission: Parks and Recreation Advisory Board
Date of Meeting: June 27, 2016
Contact Information Preparing Summary: Sarah DeSouza, 303-413-7223
Board Members Present: Mike Guzek, Kelly Wyatt, Tom Klenow, Valerie Yates, Jennifer Kovarik, Marty Gorce, Tyler Romero
Board Members Absent: None
Staff Present: Jeff Haley, Dean Rummel, Sarah DeSouza, Ali Rhodes, Kady Doelling, Callie Hayden
Guests Present: None
Type of Meeting: Advisory/Regular
Agenda Item 1: Call to Order The meeting was called to order at 6:00 p.m. and the agenda was approved as written.
Agenda Item 2: Future Board Items and Tours Jeff Haley reviewed upcoming community touch opportunities. These events can be found at www.BoulderParks-Rec.org
Agenda Item 3: Public Participation <ul style="list-style-type: none">• Matthew Jensen, resident, spoke in support of Boulder’s Legion Baseball program, the Boulder Collegians, that plays out of Scott Carpenter Ballfield.• Michael Sinkey, spoke in support of partnering with the department to build a structure at the Boulder Reservoir that would enhance the rowing communities in Boulder.
Agenda Item 4: Consent Agenda <ul style="list-style-type: none">A. Approval of Minutes from March 28, 2016 Minutes from May 23, 2016 were approved as written. B. Parks and Recreation Development Update The Board asked for clarification on the following:<ul style="list-style-type: none">• Feedback from the Arapahoe Ridge Park, or Rock Park, neighborhood meeting. C. Parks and Recreation Operations Update
Agenda Item 5: Items for Action There were no items for action this month.
Agenda Item 6: Items for Discussion/Information <ul style="list-style-type: none">A. Allocation of Space Update Ali Rhodes and Dean Rummel presented this item to the Board Comments made on this item included:<ul style="list-style-type: none">• Interest in a program that prioritizes Boulder residents’ use as a priority over non-Boulder residents• Options to take for public comment include a residency-based prioritization or a mission-aligned

prioritization model.

- Concern regarding the unintended consequences of an exclusionary policy
- What the role of revenue is in the prioritization model if an outside entity proposes to pay large amounts to secure exclusivity of a facility at the expense of local users.
- Protect the interest of the local community
- The Boulder community is not for sale
- Need a common sense approach to prioritization model
- Always consider what is good for the community in all decisions
- Clarify the difference between on-going and special events
- Need to have a flexible approach regardless of eventual model chosen and not become too restrictive
- Consider each program on its merits
- What amenities does the Boulder community offer that other communities do not offer (and visa versa)
- Recognize the privilege of living in Boulder and how hard it is to live in this community
- Consider the many individuals who work and spend tax dollars in the city
- Goal is to find the best balance for the community and prioritize and balance the multiple uses as best as possible
- Consider regional approach for facility utilization when considering space use and allocation

Agenda Item 7: Matters from the Department

A. Operating Budget Update

Kady Doelling presented this item to the Board.

The Board asked for clarification on the following:

- Expansion of the Silver Sneakers program to all the recreation centers

Agenda Item 8: Matters from the Board

A. PRAB Community Engagement Update

The Board provided updates on their interactions with and outreach to the community including:

- Support for the Boulder Creek Festival and post-event clean up
- Support for the renovations at the Flatirons Golf Course
- Howard Heuston community meeting
- Appreciation for the well run swim meet at Spruce Pool
- Outreach for the Star Spangled Splash being held on July 4th at the Boulder Reservoir
- Ability to slack line or hammock users in the community
- Appreciation of the Civic Center activation efforts
- Support for PRAB meetings in the “field” especially outdoors

Next Board Meeting: September 26, 2016

Adjourn: There being no further business to come before the Board at this time; the meeting was adjourned at 7:10 p.m.

Approved by:

Mike Guzek

Board Chair

Date _____

Attested:

Sarah DeSouza

Board Secretary

Date _____



Boulder Parks & Recreation Advisory Board

TO: Parks and Recreation Advisory Board

FROM: Yvette Bowden, Director, Parks and Recreation Department
Ali Rhodes, Deputy Director
Jeff Haley, Planning, Design and Community Engagement Manager

SUBJECT: Consent Agenda

DATE: August 22, 2016

A. Approval of Minutes from June 27, 2016

B. Parks and Recreation Development Update

The following information is intended to provide the PRAB with relevant updates on specific projects as they reach major milestones. This section is not all inclusive of all current projects and only illustrates major project updates. For a complete list of all current projects and details, please visit www.BoulderParkNews.org.

Planning and Design

The following projects are currently in the planning and design process that involves research, alternatives analysis, public involvement and development of planning documents and design plans to guide decision making and future capital improvements.

- **Arapahoe Ridge “Rock” Park Renovation:** Based on community feedback on three draft concept plans presented at a June public meeting, a [final hybrid concept plan](#) was developed for the community to review at the second public meeting on August 11. The presented plan is available online and open for comments until August 28. Following the final comment period, development of the construction documents will begin with anticipated construction beginning in spring 2017.
- **Christensen Park Renovation:** The [final concept plan](#), developed based on a visual preference survey and community feedback, was available for additional feedback by July 22nd. Following the final comment period, final construction documents were developed with anticipated construction beginning in late summer or early fall 2016. Portions of the park will be closed during the construction period.
- **Tantra Park Renovation:** Based on community feedback on three draft concept plans presented to the public in July, a final hybrid concept plan was developed for community to review at a second [public meeting to be held on August 31](#). The presented plan will be available online and open for comments through mid-September. Following the final comment period, development of construction documents will begin with anticipated construction starting in spring of 2017.

- **Scott Carpenter Pool Concept Development:** Built in 1963, Scott Carpenter 50 meter pool is a unique amenity in Boulder that supports a variety of recreation and fitness opportunities is a high fitness priority for the community. Recognizing the current condition of the pool and in response to recommendations of both the 2015 [Aquatics Feasibility Plan](#) (AFP) and the department’s Capital Investment Strategy, staff has initiated a planning project to develop schematic design alternatives for the renovation of the pool. The goal of this phase of the project is to understand capital costs associated with replacement of the facility and also understand capital costs associated with opportunities to “build it better” by adding amenities that would meet community desires for increased outdoor leisure swimming, water play and potentially year-round lap swimming.

The project team will share three draft concepts with the community at a future Open House. The community feedback will inform refined design plans and cost estimates that will be used to develop final designs and funding strategy for the pool’s replacement. The pool’s replacement is funded at a base level in the department’s 2017-2022 Capital Investment Program (CIP), approved by the PRAB earlier this year and scheduled to be approved by City Council in the third quarter. Additional amenities are unfunded in the current CIP.

The PRAB will review the concepts and community feedback at the September business meeting.

- **Planning Projects Underway:** Staff or contractors continue to work on the following projects and will update PRAB as major milestones are achieved:
 - Boulder Reservoir Administration Building/Bathhouse Design
 - Central Park and Civic Area
 - Chautauqua Park Pedestrian Safety, Access and Lighting Improvements
 - Holiday Park Shade Shelter
 - Howard Heuston Park Renovation
 - Urban Forest Strategic Plan

Construction

The following projects are scheduled for construction, under construction or recently completed. For additional details please visit www.BoulderParkNews.org.

- **North Boulder Recreation Center Aquatics Facility Renovations**
Staff issued a construction Request for Bid to complete renovations at the North Boulder Recreation Center (NBRC) in June of 2016. Due to a very competitive construction market, no qualified bids were received for this project. The scope of the original project included the following elements to refurbish the lap and leisure pool areas of the North Boulder Recreation Center (NBRC):
 - Replacement of the leisure pool play equipment “Water-tainment” that is past its life-cycle;
 - Installation of an Ultra-Violet sanitation system which will provide additional water sanitation and improve air and water quality;

- Replacement of defunct HVAC elements (Heating, Ventilation, Air Conditioning) serving the leisure pool;
- Replacement of steps to a ramp to increase safety at depth transition in the leisure pool; and
- Resurfacing of all concrete pool decks with an epoxy, texturized finish to increase safety.

While no qualified bids to complete the full scope of work were received, the department will be moving forward with the replacement of the defunct HVAC unit during the August 2016 maintenance shutdown (see next item for more detail on this). The remaining work items are currently being planned to go out for another competitive bid in the fall of 2016 with work to occur over the next NBRC maintenance shut down in 2017.

- **Facility Maintenance Closures:** Each recreation center closes for a minimum of one week each year to conduct annual maintenance and make facility enhancements. Closures are scheduled during times of historical low attendance to minimize impact to community members and customers.
 - **East Boulder Community Center (EBCC):** The 2016 EBCC maintenance closure is taking place August 13-21. In addition to regular annual maintenance and repairs, other scheduled projects include replacement of the HVAC equipment for the aquatics area.
 - **North Boulder Recreation Center (NBRC):** The 2016 NBRC maintenance closure will take place August 22-28. In addition to regular annual maintenance and repairs, other scheduled projects include replacing the leisure pool HVAC equipment, installing new weightroom flooring and resurfacing the gymnasium floor. Replacement of the leisure pool HVAC unit requires extensive rewiring, cranes to remove the old unit and replace with the new, and adjustments to duct work. As such, the leisure pool will re-open on Friday, September, 2.
- **Knollwood Tennis Courts:** The Knollwood Tennis Courts are complete and ready for play. A [re-opening celebration is scheduled for August 25](#) to celebrate the completion of the final flood recovery project and to show appreciation for the recovery grant from the USTA, which was instrumental in supporting the redevelopment of the courts.
- **Labyrinth:** Flood recovery maintenance in the civic area, previously called the Labyrinth, is complete. The recovery maintenance includes a children's nature play area, improved access to creek, timber climbing logs and ramps, renovated horticulture beds and pathways. [Free nature play drop-in programs](#) are hosted in this area every Monday and Wednesday through August.
- **Valmont Disc Golf:** The construction of a new practice basket, donated by the Boulder Disc Golf Club, and the development of a new gathering area are now complete. These new amenities have been well received by the disc golf community.
- **Construction Projects Underway:** Staff or contractors continue to work on the following projects and will update PRAB as major milestones are achieved:
 - Admiral Arleigh A. Burke Park Improvements
 - Elks Park Arbor

- Flatirons Golf Course Event Center and Restrooms

Urban Resources

The following projects, focused on habitat and wildlife management in an urban environment, are currently managed by the Urban Resources staff.

- **Integrated Pest Management:** Staff met with the city's Integrated Pest Manager, OSMP staff and a consultant (Ottetail) to discuss the West Nile Virus and Nuisance Mosquito Management programs. Ottetail will perform a thorough habitat assessment including considerations for some private land habitat alterations.

The seasonal crew continues to focus on weed species mandated by State regulations; however, new species have been added to the mandated eradication list making efforts increasingly difficult with existing staff numbers. In the last month, the crew has treated 58 acres for purple loosestrife and 35 for hairy willow-herb.

- **Regulations and Seasonal Wildlife Closures:** Staff, volunteers and the consultant have all reported on the birds of concern located at the Boulder Reservoir and Coot Lake sites in or near the closure areas. Near Coot Lake, a bittern pair, osprey and male harriers have been observed along with 38 other bird species, including great horned owl, common yellowthroat, and savannah sparrow. Bitterns are appearing in greater numbers near the Little Dry Creek while harrier fledglings and three downy young ospreys were also observed near the creek.
- **Urban Wildlife Management:** Staff continues to collaborate with the Urban Wildlife Conservation Coordinator to determine prairie dog relocation potential and priorities for 2016 and beyond. The city has numerous prairie dog colonies (approximately 65 acres on Parks and Recreation properties and 697 on OSMP properties) that are identified for near-term removal because of conflicts with management objectives, human land uses or development. Staff is evaluating approximately 260 acres of OSMP property that meets the Grassland Ecosystem Management Plan's criteria as potential relocation sites and will be performing outreach to neighbors, discussing sites with Colorado Parks and Wildlife and investigating the best way to address potential stakeholder concerns.

The city of Boulder is now a pilot community for the Humane Society of the United States (HSUS) Wild Neighbors program. Through coordination with the department, the Urban Wildlife Coordinator and Animal Control staff, a MOU was signed between HSUS and Animal Control to emphasize humane wildlife conflict resolution practices. HSUS representatives visited Boulder again on July 27 to continue trainings for staff. More information can be found at http://www.humanesociety.org/animals/wild_neighbors.

- **Urban Resource Projects Underway:** Staff or contractors continue to work on the following projects and will update PRAB as major milestones are achieved:
 - Urban Resources Volunteer Recruitment and Training

C. Operations Update

Ironman Contract Extended

The City of Boulder, the Boulder Convention and Visitors Bureau, and IRONMAN have committed to extend their partnership for an additional two-years with the continuation of IRONMAN® 70.3® Boulder and IRONMAN® Boulder triathlons in 2017 and 2018. At the same time, this agreement will move the IRONMAN Boulder triathlon to a June race date and the IRONMAN 70.3 Boulder triathlon back to its historic place in August (for 2017, June 11 and August 5, respectively).

Cult Classics at Central

In partnership with Blue Federal Credit Union, the City of Boulder will host a free Cult Classic Movie Series in Central Park. Pre-movie activities and entertainment will be provided to compliment each movie.

Friday, October 7 - The Big Lebowski

Friday, October 14 - Space Balls

Friday, October 21 - Beetlejuice

6:30 p.m. – 9:00 p.m.

Space Allocation Guidelines

Throughout July, staff hosted user group roundtable meetings with aquatics and athletics user groups to solicit valuable feedback regarding the benefits and impacts of space allocation alternatives. General themes of the feedback included:

- Users support the need for a transparent allocation process
- A desire for a simplified, streamlined and easy to navigate online application process
- A desire for consistent rules and regulations
- Users were supportive of the Recreation Priority Index (RPI) approach to prioritizing space allocation. Some additional criteria for scoring was proposed including: residency, economic vitality (how does the group contribute to RAF sustainability and community tax base), environmental sustainability, access and inclusion and historical use.

User group feedback is informing the development of draft space allocation guidelines. The PRAB's input at the September business meeting will inform the final space allocation guidelines, to be implemented as 2017 user group agreements are developed.

**CITY OF BOULDER
PARKS AND RECREATION ADVISORY BOARD AGENDA ITEM**

MEETING DATE: August 22, 2016

AGENDA TITLE: Public Hearing and Consideration of a Motion to Approve a Memorandum of Understanding with the Go Flyers! Club for the Coordination of certain competitive aspects of the City of Boulder's Competitive Youth Gymnastics Program.

PRESENTERS:

Yvette Bowden, Director, Parks and Recreation
Alison Rhodes, Deputy Director
Dean Rummel, Recreation Manager, Programs and Partnerships

EXECUTIVE SUMMARY:

This item seeks the Parks and Recreation Advisory Board's (PRAB) review and considered approval of a multi-year Memorandum of Understanding (MOU) with the Go Flyers! Club (GFC) for fundraising in support and other coordination of the City of Boulder's (city) competitive youth gymnastics program from September 1, 2016 to August 31, 2019.

In order to address the \$65,000 annual program subsidy currently provided to the competitive gymnastics program, the Parks and Recreation Department (department) is exploring programmatic shifts. There are currently 120 of Boulder's estimated 23,600 youth participating in the Boulder Flyers competitive gymnastics program. Through a competitive MOU process, GFC has been awarded the opportunity to coordinate the competitive gymnastics program maintaining the important link between the city's instructional program and a competitive gymnastics community offering.

The proposed MOU (**Attachment A**) defines the relationship between the GFC and the city.

BACKGROUND:

The city, through its Parks and Recreation Department, has offered and conducted youth gymnastics programming including youth instruction, USAG competitive training and development and logistics coordination since 1977.

The Parks and Recreation Master Plan encouraged the department to (1) explore community building and public private partnerships to enhance program sustainability and (2) decrease use of subsidy in exclusive programming (including USAG competitive

programming) in favor of introductory and inclusive instruction contributing to the health and wellbeing of a broader segment of the community.

Desired partnerships are intended to maximize program offerings, increase service reach and make department programs and facilities more efficient and financially viable. In 2015, as part of the department's service delivery analysis, the Recreation Priority Index (RPI) evaluated the gymnastics program identifying two separate functions: 1) instruction, and 2) competition apportioning annualized community use and spending accordingly. Concurrently, parents and guardians of participating youth were surveyed and expressed interest in the continuation of opportunities for participation in increasingly advanced and competitive aspects of gymnastics programming.

As an outgrowth of those discussions and feedback opportunities, parents and guardians of participating youth formed the GFC with an intention to assume a greater role in fundraising and the financial coordination of the competitive gymnastics program under the auspices of their nonprofit organization. The creation of such an entity allows city staff to focus on instruction and a seamless transition with the GFC ensuring participants and parents are well informed and educated on all programmatic changes.

ANALYSIS:

Throughout 2016, staff and parents acting as the newly formed GFC worked to develop an MOU arrangement that reflects the community's values while enhancing opportunities for all gymnastics participants.

Staff and the GFC conducted significant outreach addressing the transition of the program. The GFC held an open election for its board and established organizational bylaws. Additionally, a financial system and legal documentation for non-profit status has been secured.

Both the GFC and the department are interested in providing program participants affordable and cost-effective access to competitive gymnastics programming as they participate in City-offered instructional gymnastics. Under this arrangement, the GFC will fundraise for and coordinate competitive aspects of youth gymnastics participation while the department addresses instruction and coaching. Some of the major program components of the gymnastics effort formerly performed by the city that will be assumed by the GFC include coordinating:

- USAG Athlete Membership Fees;
- Uniforms and Spirit Wear;
- Meet Entry Fees;
- Coach Travel Expenses;
- Hosting Home Meets;

- Hosting Team Banquets;
- Scholarship Opportunities;
- Parent Communications; and
- Other Administrative Costs.

In anticipation of these proposed changes, the department has proposed a reduction in the direct costs associated with the competitive gymnastics program amounting to \$65,000 for the 2017 budget year.

Both parties are committed to ensuring the smooth and timely transition of the competitive gymnastics program.

STAFF RECOMMENDATION:

Staff recommends that the PRAB approve the agreement and authorize the City Manager to make minor amendments prior to or during the term of this agreement in order to ensure that competitive gymnastics programming is provided in a manner that is consistent with applicable laws and the policies and regulations of the City of Boulder.

Suggested Motion Language:

Staff requests PRAB’s consideration of this matter and action in the form of the following motion:

Motion to approve the Memorandum of Understanding for Fundraising and Coordination of Competitive Youth Gymnastics between the City of Boulder Parks and Recreation and Go FLYERS! Club and authorize the City Manager to make minor amendments prior to or during the term of this agreement in order to ensure that gymnastics programming is provided in a manner that is consistent with applicable laws and the policies and regulations of the City of Boulder.

NEXT STEPS:

Staff will consider the PRAB and public’s feedback and make any necessary revisions to the proposed agreement. If approved, staff will present the Go Flyers! Club with a final version of the MOU for an anticipated September 1, 2016 start date.

ATTACHMENTS:

Attachment A: Memorandum of Understanding with the Go Flyers! Club for the Coordination of certain competitive aspects of the City of Boulder’s Competitive Youth Gymnastics Program



**CITY OF BOULDER
MEMORANDUM OF UNDERSTANDING
FOR
FUNDRAISING AND COORDINATION OF USAG COMPETITIVE YOUTH
GYMNASTICS OF THE BOULDER FLYERS' ATHLETES**

THIS Agreement made and entered into this 1st day of September, 2016, by and between the CITY OF BOULDER, (“City”), and Go Flyers! Club, a Colorado Non-Profit organization with the mailing address of P.O. Box 4871, Boulder CO 80306 (“GFC”)

RECITALS:

Whereas:

- A. The City has offered and conducted youth gymnastics programming for 39 years through the Parks & Recreation Department including, but not limited to, youth gymnastics instruction, USAG competitive gymnastics training, USAG competitive gymnastics routine development and the facilitation, coaching and logistics coordination of youth participation in local gymnastics competitions;
- B. The City, in association with such programming has secured and continuously utilized the name “Flyers” referring to a team of youth participating in USAG competitive gymnastics programming through the City’s Parks & Recreation Department (the “Flyers”);
- C. The Parks & Recreation Master Plan, approved by Boulder’s City Council in 2014, encourages its Parks & Recreation Department to (1) explore community building and public-private partnerships to enhance program sustainability and (2) decrease use of subsidy in exclusive programming (including USAG competitive programming) in favor of introductory and inclusive instruction contributing to the health and wellbeing of a broader segment of the community;
- D. Currently Flyers participating youth, their parents and guardians surveyed in 2015 expressed interest in the continuation of opportunities for youth to participate in increasingly advanced and competitive aspects of gymnastics programming; and
- E. A group of said parents and guardians hereinafter referred to as the GFC is interested in taking a greater role in fundraising and financial coordination of USAG competitive gymnastics participation opportunities and has applied for nonprofit designation in that regard documented in **Attachment A**;
- F. In keeping with the Parks & Recreation Master Plan recommendations noted above, the City has reduced its budget utilization in association with competitive sports activities including, but not limited to, USAG competitive gymnastics. The Parties agree to work together to ensure the smooth transition

of managing the financial administration of USAG competitive cost from the City to the GFC. In doing so, the parties agree that GFC is acting in a primary capacity of fundraiser as it relates to USAG competitive gymnastics.

- G. The City is self-insured as it relates to athletics programming conducted by the City. GFC will hold no financial or additional responsibility as it relates to the City's gymnastics facility, equipment, and coaching except and only to the extent set forth in this Agreement.

Now, therefore, in consideration of the terms, conditions and covenants herein stated, the Parties agree as follows:

COVENANTS

1. ROLES AND RESPONSIBILITIES

1.1 GFC agrees to assume responsibility for fundraising to cover competitive gymnastics meet expenses pertaining to hosting and attending meets arising out of the City's instruction including, but not limited to:

- The selection, securing and funding of youth team uniforms;
- Coordination of fees related to registration and other logistics associated with youth athlete participation in competitive gymnastics at meets; and
- Provision of funds for supplemental competitive specific training/training travel expenses and ~~with~~ coaches travel expenses for meets.
- Ongoing fundraising and awareness efforts associated with the Flyers as more fully described in **Attachment B**.
- Compliant use of the City's provided facilities as set forth for Flyers home meets in **Attachment C**.
- Provision of an annual report on GFC's performance and their associated fundraising efforts, including but not limited to any funds secured to enable the provision of participant scholarships to the City.
- Compliance with the responsibilities outlined in **Attachment C**.

1.2 The City agrees to recognize GFC as the primary fundraising entity associated with the Flyers by:

- Publishing, once per year, information to Flyers participant's regarding GFC and its mission and contact information;
- Providing coaching staff for meets per the USAG requirements;
- Providing suitable space as determined by the City in its sole discretion for an annual Flyers banquet for each competitive team (3), GFC Board Meet Space up to 2 per month as needed, and up to four (4) GFC Team parent meetings each year during the Term as set forth in Attachment C.
- Providing the NBRC Gymnastics Area, coaching staff, USAG sanctioned meet facilitators for up to three (3) Flyers Team "Home Meets" per the Term. For which

GFC will donate \$2,500 per meet with a max increase of 3% annually during the Term unless otherwise noted in the following table:

FLYERS “GFC” MEET SPACE UTILIZATION (PILOT PERIOD – 2016-2019)			
YEAR/SEASON (September to May)	MAX # OF MEETS	SPACE UTILIZATION CHARGE*	DATE(S)
2016/2017	Up to 3 (2 provided FREE)	\$2,500/meet unless FREE as noted	TBD
2017/2018	Up to 3 (1 provided FREE)	\$2,575/meet unless FREE as noted	TBD
2018/2019	Up to 3 (0 provided FREE)	\$2,652/meet	TBD

(*) = Space utilization charge refers to the rental charge for use of the gymnastics facility located at the City of Boulder’s North Boulder Recreation Center. GFC will continue to be responsible for all separate event-related insurance, expenses, liabilities and fees.

GENERAL PROVISIONS

1. TERM AND TERMINATION

The Term of this Agreement will be for the period from September 1, 2016 to August 31, 2019, inclusive. The City reserves the right to extend this Contract for two one-year extensions for a total of five contractual years, as mutually agreeable by both parties; such renewals shall be in writing and signed by both parties.

This Agreement may be terminated by either party if it has been breached by the other party and written notification is tendered as set forth herein. In the event of a breach, the City and/or GFC reserves the right to terminate within thirty (30) days of tendering written notification to the other party responsible for the breach and such breach is not remedied to the other parties satisfaction within 7 business days. In addition, City or GFC may, at any time, terminate this Contract, in whole or in part, for its own convenience upon seven business days notice.

2. COMMUNICATION AND GOOD FAITH COOPERATION

The Parties agree to work in good faith to ensure the smooth financial administration and support of USAG competition from the City to the GFC. This may include and is not limited to discussion concerning existing practices in planning for successful meet participation by Flyers team participants.

As a general matter, the GFC shall communicate during this Agreement Term on routine matters with the City about the Flyers through Dean Rummel, Manager of Programs & Partnerships, or his designee, who has been assigned by the City as the Program Manager.

3. PARTICIPATION FEES, FUNDRAISING AND FACILITY RENTAL

3.1 The City, recognizing GFC's role and responsibilities herein, acknowledges that the GFC intends to develop and implement sustainable strategies to fund on-going youth participation as a team in USAG competitive gymnastics. In doing so, GFC agrees to utilize its best efforts to fundraise towards expenses associated with Flyers USAG competitive participation. The Parties agree that, except as provided herein, said fundraising and/or assessments will not utilize City resources, staffing or services and that these efforts are solely separate from the City's gymnastics instruction programming.

GFC shall determine the amount of fees to charge participants and such fees will be based on expenses and fundraising efforts by GFC. GFC shall collect such fees.

3.2 GFC's use of City facilities will be limited to the GFC's performance of their roles and responsibilities pursuant to this Agreement. Scheduling accommodations shall be in the City's sole discretion upon adequate notice of written request. GFC shall not have exclusive rights associated with City facilities.

3.3 The Parties further agree that the City, pursuant to Section 1.2 above, may charge GFC for the use of City facilities in connection with Flyers Home Meet utilization, parent meetings and/or annual banquets. Payments to the City are based on the amount of reserved (rented) space used during hosting "home" gymnastics meets and banquets and shall be due to the City within thirty (30) days of billing unless otherwise contracted by the parties in writing.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship between the City and GFC is that of an independent contractor. GFC shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. GFC shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venture of the City. No employee or officer of the City shall supervise the GFC. **GFC is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax, as applicable, on money earned under this agreement. This section is intended to clarify that there is no employment relationship between the Parties.**

GFC, in the performance of its role and responsibilities herein may retain the services of subcontracted coaching and/or administrative personnel. The Parties agree that no employee, agent or subcontractor associated with the performance of GFC's responsibilities under this Agreement shall be acting as or considered employees, agents or contractors of the City in the performance of those duties. GFC shall ensure compliance with the City's Conflict of Interest Policy attached hereto as Attachment D and any other legal requirements related to employment or contracting, should GFC decide to retain any City employee for any duties related to this agreement.

5 INSURANCE AND INDEMNIFICATION.

5.1 GFC agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following minimum coverage:

- A. General Liability
 - i. General Aggregate Limit: \$2,000,000
 - ii. Per Occurrence: \$1,000,000

Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- B. Insurance shall:
 - i. Provide primary coverage;
 - ii. Include the City of Boulder and its officials and employees as additional insureds as their interest may appear (except for Worker's Compensation and Professional Liability). Additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for auto liability;
 - iii. Include a waiver of subrogation for General Liability coverage;
 - iv. Issue from a company licensed to do business in Colorado having an AM Best rating of at least A-VI; and
 - v. Be procured and maintained in full force and effect for duration of work.

C. Certificates of Insurance evidencing the coverages described herein shall be forwarded to the Program Manager. Certificate Holder shall be: City of Boulder, 1777 Broadway, Boulder, CO 80306.

D. Within twenty-one days after receiving insurer's notice of cancellation or reduction in coverage, GFC, or its insurance broker, shall notify the City. In either such case, GFC shall promptly obtain and submit proof of substitute insurance complying with the City's insurance requirements.

5.2 GFC agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Contract, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of GFC's operations in connection with this Agreement.

5.3 Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental

Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

6 MISCELLANEOUS.

6.1 The GFC shall not assign this Agreement without the written consent of the City, which it may withhold at its sole discretion.

6.2 This Agreement shall be subject to the provisions of the Charter, Municipal Code and Ordinances of the City of Boulder.

6.3 It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the GFC. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third party. It is the express intention of the City and the GFC that any such party or entity, other than the City or the GFC, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

6.4 The waiver of any breach of a term, provision, or requirement of this Agreement shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

6.5 This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the City pursuant to City rules.

6.6 The GFC certifies that the GFC shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. when and if GFC ever agrees as a board to employ individuals. The GFC shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the GFC that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement.

The GFC represents, warrants, and agrees: (i) that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either the E-Verify or the Department Program when and if GFC ever agrees as a board to employ individuals; (ii) that the GFC is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed; and (iii) if the GFC obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

- a) Notify the subcontractor and the contracting state agency or political subdivision within three (3) days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to Section 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The GFC further agrees that it shall comply with all reasonable requests made in the course of an investigation under Section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment when and if GFC ever agrees as a board to employ individuals. If the Contractor fails to comply with any requirement of this provision or Section 8-17.5-101 *et seq.*, C.R.S. the City may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the City.

6.7 Any notice required by this Agreement shall be in writing, made by hand-delivery or certified mail, return receipt requested as stated below or as updated in the future and addressed to the following:

For City:

City of Boulder – Parks & Recreation Director
3198 Broadway – IRIS Center
Boulder, CO 80304

For Go Flyers! Club:

Go Flyers! Club
P.O. Box 4871
Boulder, CO 80306-4871

6.8 GFC warrants that the individual executing this Agreement is properly authorized to bind the GFC to this Agreement.

[Signature Page Follows]

The parties hereto have signed this Agreement effective as of the day and year first written above.

For GFC

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me, a notary public, this _____ day of _____, 20__, by _____ as _____ of _____.

Witness my hand and official seal.
My commission expires:

(SEAL)

Notary Public

CITY OF BOULDER

ATTEST:

City Manager

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

Attachment A
GFC's NONPROFIT DESIGNATION

DRAFT

Attachment B
GO FLYERS! CLUB'S RESPONSIBILITIES

Fundraising and fees associated with competing will be the responsibility of the GFC and are intended to cover:

- USAG Athlete Membership Fees
- Competition Uniforms & Spirit Wear
- Competition Meet Entry Fees
- Coach Travel Expenses
 - Airfare
 - Hotels
 - Food
 - Mileage
- Hosting Home Meets
 - Facility rental (if applicable)
 - Judges
 - Entry fee collection
 - Sanctioning fees
 - State & USAG head tax fees
 - Concessions
 - Awards, equipment rentals, hospitality room, prizes, t-shirts
 - Miscellaneous supplies
- Hosting Team Banquets
 - Certificates, letters, bars, stars
 - Facility rental (if applicable)
 - Awards
- Scholarship Opportunities
- Fundraising Efforts
- Parent Communications
- GFC Administrative Costs

CITY OF BOULDER PARKS AND RECREATION RESPONSIBILITIES

- Participant's Team Fees Collection
- Staffing Expenses
 - Wages
 - Mileage
- Competition and Banquet Facility Bookings Administration
- USAG Club Membership
- Banquet Facilitation
 - Speakers & presentation
- Hold Med Director Certification
- Parent Communications

Attachment C

GFC USE OF CITY FACILITIES

GFC, in the use of City Facilities under the Agreement shall:

1. Be responsible for maintaining the Facility in a clean and orderly fashion. Facility space will be provided by the City based on historical needs for the Program as approved by Program Manager. Additional space needed for the Program will require approval by the Program Manager.
2. Provide adequate supervision at all times during home meets. GFC shall have at least 2 adult/staff at the home competitions at all times.
3. Participate in training regarding City of Boulder policies and procedures and facility use and compliance with such policies and procedures.
4. Provide the City with an annual report on GFC's budget following GFC IRS documented year-end.

DRAFT

Attachment D
CITY CONFLICT OF INTEREST POLICY
REQUEST FOR APPROVAL OF OUTSIDE EMPLOYMENT*

According to the city of Boulder’s Conflict of Interest policy, Standard employees who wish to engage in outside employment must receive approval from their department head prior to the start of all outside employment. Please review the City’s Conflict of Interest Policy for more detailed information.

Please complete this form and route to the department for approval before submitting to the Human Resources Department to place in your personnel file. (You may use a separate sheet if desired.)

*Note: Employees requesting approval to provide agreement or consulting services in the same field as their position with the city must receive written approval in advance from the Director of Human Resources or the City Manager. Please see the “**Request for Approval of Outside Consulting**” form for those situations.)

- I. Please describe your current position and duties.
- II. Please describe the outside position, duties, and employer.
- III. What hours will you work at the outside position?
- IV. For what duration of time are you seeking approval?

If approved, approval will carry the following conditions:

- No city resources, time or equipment may be used for your outside employment.
- Outside employment cannot occur during your regularly scheduled work hours. In no event, may the time spent in your outside work overlap your hours of city employment.
- The outside employment may not interfere in any way with your ability to perform your city duties including attendance and efficiency.
- The outside employment may not present an actual or apparent conflict of interest.
- You must adhere to all City of Boulder policies and procedures.

Violation of the terms of this approval will result in the approval to consult being revoked. Discipline up to and including termination can also result.

Name of employee (please print)

Signature of Employee

Date

Name of Supervisor (please print)

Signature of Supervisor

Date

**CITY OF BOULDER
PARKS AND RECREATION ADVISORY BOARD AGENDA ITEM**

MEETING DATE: August 22, 2016

AGENDA TITLE: Public Hearing and Consideration of a Motion to Approve a Service Agreement with Kinesis Dance Company to Provide Dance Programs at City of Boulder Facilities.

PRESENTERS:

Yvette Bowden, Director, Parks and Recreation
Alison Rhodes, Deputy Director
Dean Rummel, Recreation Manager, Programs and Partnerships

EXECUTIVE SUMMARY:

This item seeks the Parks and Recreation Advisory Board's (PRAB) review and considered approval of a multi-year Service Agreement with Kinesis Dance, LLC (KDC) from January 1, 2017 through December 31, 2019.

In May 2014, the Parks and Recreation Department (department) and KDC entered into a three-year pilot service agreement to provide dance programs at City of Boulder (city) facilities. The agreement with KDC will expire on May 31, 2017 and the department seeks to amend the current agreement and continue to provide the community with high quality dance programming with a new contract agreement effective January 1, 2017.

Key elements of the proposed service agreement include:

- Term of the agreement is three-years with a renewal option;
- Department will provide the facilities for the operation of the dance program;
- KDC is responsible for inclusion services;
- KDC is responsible for scholarship opportunities;
- KDC is responsible for the registration process and all associated fees/expenses resulting in the following compensation payments to the department with zero direct expenses;
 - 2017 = 25% of revenue collected
 - 2018 = 25% of revenue collected
 - 2019 = 30% of revenue collected
- KDC is responsible for all staffing costs associated with instruction of dance classes; and

- KDC is responsible for developing all performance benchmarks (including customer service expectations) that guarantee consistent levels of service for dance programming.

The attached service agreement (**Attachment A**) describes the relationship between KDC and the department.

BACKGROUND:

The 2014 Parks and Recreation Master Plan recommends offering parks and recreation programs through partnerships and contracting as a way to provide specialized services while decreasing department expenses. Partnerships are intended to maximize program offerings, increase service reach and make department programs and facilities more efficient and financially viable.

In May 2014, the department entered into a three-year pilot agreement with KDC for the coordination and provision of the city's dance program. At the November 2014 PRAB meeting, questions and concerns about the dance program partnership were discussed. The department, in working with KDC and community members, took responsive action to address the issues raised. Since that time, KDC has met established programmatic performance expectations and has measured and evaluated customer feedback.

In anticipation of the expiration of the three-year pilot agreement, on April 25, 2016 staff issued an open Request for Proposal (RFP) seeking a contractor to provide the city's dance programming services. One proposal was received by the May 9th deadline. Based on the quality of the proposal and the company's past experiences in offering dance programming for the city, staff awarded the contract to KDC.

ANALYSIS:

KDC has provided the department's dance programming since May 2014 and, in doing so, have served community members of varying ages and abilities.

As set forth through the 2014 contractual performance benchmarks, Kinesis Dance has provided a consistent level of service for dance programming. Not only has a similar proportion of recreational dance classes been maintained, but additional classes have been added to portfolio offerings including a Spanish speaking parent/child class and the expansion of the EXPAND music class into the dance concert series. Additionally, over the past year, sixty-nine scholarship registration opportunities have been granted to dance program participants through the financial assistance program.

Both KDC and the department are interested in cost-effectively providing residents' access to dance experiences while managing available resources. With this in mind, both parties have agreed to decrease city registration expenses while increasing the shared percentage of collected revenue. These fiscal changes will reduce the department's programmatic subsidy while allowing for the reallocation of funding for facility space and staff time.

COMMUNITY FEEDBACK:

As part of their program management requirements, in 2016 KDC conducted an annual survey. Survey results indicated that:

- 90% rating of the program as “satisfied” to “very satisfied”;
- 56% of participants found the most important benefit of participating in dance programming was having fun while technique, social interaction, and trying something new were closely spread out around 38%;
- 97% of participants felt staff and instructors provided a safe and enjoyable experience;
- 90% of participants would recommend their class to a friend and/or take the class again; and
- 84% of respondents stated that dance is the one activity they would least likely give up.

The department and the City Attorney’s Office negotiated in good faith with representatives from KDC to develop the attached agreement.

STAFF RECOMMENDATION:

Staff recommends that the PRAB approve the service agreement and authorize the City Manager to make minor amendments prior to or during the term of this agreement in order to ensure that dance programming is provided in a manner that is consistent with applicable laws and the policies and regulations of the City of Boulder.

Suggested Motion Language:

Staff requests PRAB’s consideration of this matter and action in the form of the following motion:

Motion to approve the Service Agreement for a Recreation Program between the City of Boulder Parks and Recreation and Kinesis Dance Company and authorize the City Manager to make minor amendments prior to or during the term of this agreement in order to ensure that dance programming is provided in a manner that is consistent with applicable laws and the policies and regulations of the City of Boulder.

NEXT STEPS:

Staff will consider the PRAB and public’s feedback and make any necessary revisions to the proposed agreement. If approved, staff will present KDC with a final version of the Service Agreement for an anticipated January 1, 2017 start date.

ATTACHMENTS:

Attachment A: Services Agreement with Kinesis Dance Company to provide Dance Programming Services for the City of Boulder.

**CITY OF BOULDER
SERVICES CONTRACT FOR A RECREATION PROGRAM
CITY OF BOULDER PARKS AND RECREATION**

THIS CONTRACT made and entered into this 1st day of January, 2017, by and between the CITY OF BOULDER, (“City”), and Kinesis Dance, LLC, a Colorado limited liability company (“Contractor”).

RECITALS:

The City, desirous of contracting for services associated with the operation of a recreation program to provide dance programming and instruction at various locations on behalf of City of Boulder Parks and Recreation, completed an open RFP process (RFP 49-2016) soliciting interest in the provision of said programming services for the period from January 1, 2017 to December 31, 2019 (the “Recreation Program”).

Contractor, having interest in performing dance instruction services as the Recreation Program submitted a responsive proposal which was the lowest and most inclusive bid for said services and agrees to perform the Services as set forth in this Contract. The Contractor is fully qualified to perform the services needed by the City in connection with the Recreation Program.

COVENANTS

In consideration of the terms, conditions and covenants herein stated, the parties agree as follows:

1. SCOPE OF WORK

1.1 The City agrees to use the Contractor's services in connection with the Recreation Program for the period from January 1, 2017 to December 31, 2019, inclusive, and the Contractor covenants and agrees to provide said services as required and requested by the City during said period. The City reserves the right to extend the Contract for up to two (2) additional one-year terms as mutually agreeable by both parties in writing with conditions remaining constant. Contract renewals shall be in writing and signed by both parties.

1.2 The City will provide the facility for the operation of the Recreation Program, which facility may include the East Boulder Community Center, 5660 Sioux Dr., Iris Studio, 3198 N. Broadway, North Boulder Recreation Center, 3170 N. Broadway, and the South Boulder Recreation Center, 1360 Gillaspie Dr. (“Facility”). The City is responsible for maintaining the flooring, stereos, barres and mirrors. Contractor is responsible for maintaining the Facility in a clean and orderly fashion, including proper use of barres, mirrors and flooring, cleaning up after classes and notifying Facility Manager of any maintenance or cleanliness issues. Facility space will be provided by the City based on historical use for the Recreation Program. Additional space needed for the Recreation Program will be approved by the Program Manager as identified in paragraph 1.6 below.

1.3. In connection with the Recreation Program, the Contractor shall undertake the duties and responsibilities and provide the services described in **Appendix A**, “Scope of Work”, the Contractor’s Proposal dated May 9, 2016 and City RFP # 49-2016.

It is agreed that the request for bids, the Contractor’s proposal, and the Appendix A and B, incorporated herein by reference, are hereby made a part of this Contract, and each of the parties agrees to carry out and perform all of the provisions of said documents. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- A) The Contract;
- B) Appendix A, B, and C to the Contract;
- C) The request for bids - RFP No. 49-2016; and
- D) The Contractor’s proposal.

1.4 Contractor is responsible for providing inclusion services in accordance to the federal requirements of the American with Disabilities Act (ADA). If a participant in the Recreation Program requests an accommodation, Contractor is responsible for providing any such accommodation. By way of example, accommodations may include: hands on teaching techniques in addition to verbal instructions, one-on-one staffing assistance, two-on-one staffing assistance, interpreter services, etc. Contractor is responsible for all costs associated with providing the accommodation. Contractor shall contact the City’s EXPAND program at 303-441-4933, for additional information or training regarding accommodations and the inclusion process.

1.5 In addition to those duties outlined in Appendix A, Contractor shall provide adequate supervision at all times. Contractor shall maintain at least a 1:12 staff to child ratio. Contractor, at its own cost, shall obtain a background check on each employee prior to working with any of the Program participants. The background check shall be in accordance with Section 12 CCR 2509-8 and Section 7.701.33 of the Social Services Rules (Staff Manual Volume 7; Child Welfare, Child Care Facilities). The City will perform a background check on the Contractor if the Contractor is an individual and will be working directly with program participants. All background check information, as well as CPR Certificates, can be audited by the City of Boulder at any time.

1.6 As a general matter, the Contractor will communicate with the City about the Recreation Program only through Dean Rummel, who has been assigned by the City as the Program Manager.

1.7 Contractor shall not offer recreational dance programs, as provided by the City historically, outside of the City contract. The City will not offer competition dance programs during the term of this Contract.

1.8 The City hereby reserves the right to decide all questions arising as to the proper performance of said services, and as to the quality of the materials used. In the event that the City will determine that the services are not being performed in accordance with the terms of this

Contract, or, if the services be wholly, or in part, negligently, or unsatisfactorily, then written notice of such defect or defects will be given to the Contractor.

2. COMPENSATION.

2.1 The parties will cooperate to set fees that will be charged to the participants. However, city shall have final authority on price set. The Contractor will pay the City on the basis of fees collected from program participants.

2.2 Payments to the City are based on the amount of revenues collected by the Recreation Program. Such revenues are calculated from the data generated by the Contractor's registration software. This data includes both the number of program participants and the amount of revenue collected year to date for the Recreation Program and is set forth in a revenue report generated by the Contractor ("Revenue Reports"). City will be paid the agreed percentages, as listed below, of the revenue collected by the Recreation Program on a quarterly schedule set between City and Contractor.

- A) 2017 = 25% of revenue collected
- B) 2018 = 25% of revenue collected
- C) 2019 = 30% of revenue collected

2.3 The Contractor agrees to provide City with an initial invoice and a copy of Revenue Reports within 30 days of the conclusion of the Recreation Program session. It is the responsibility of the City to review this information and to submit a final invoice to the Contractor for payment. Subject to final City approval, Contractor shall pay the final invoice within 30 days of receipt. The City shall only pay expenses associated with the operation of the Recreation Program as set forth on **Appendix A.**

2.4 The Contractor will provide the City with program registration information prior to the first class. Upon reasonable, advance request, the City may inspect and copy any or all records of the Contractor which would bear on any amounts charged to the City pursuant to this Contract. Parties will share any information collected including registration information, addresses and emails of participants.

2.3 If the Contractor is unable to meet its obligations under this Contract, and any participant requests a refund, the Contractor may refund all or a portion of the course fee to the participant and withhold such amount from the payment to the City. If payment to the City has already been made, the Contractor will bill the City for the amount to be reimbursed, and the City will pay that amount to the Contractor within two (2) weeks of the date of such bill. If a participant chooses to drop out of a scheduled class, the attached City's refund policy will be adhered to; see **Appendix C.**

3. INSURANCE.

3.1 Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following minimum coverages:

- A. Workers' Compensation and Employers' Liability
 - i. State of Colorado: Statutory

- B. General Liability
 - i. General Aggregate Limit: \$2,000,000
 - ii. Per Occurrence: \$1,000,000

Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- C. Insurance shall:
 - i. Provide primary coverage;
 - ii. Include the City of Boulder and its officials and employees as additional insureds as their interest may appear (except for Worker's Compensation and Professional Liability). Additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for auto liability;
 - iii. Include a waiver of subrogation for General Liability coverage;
 - iv. Issue from a company licensed to do business in Colorado having an AM Best rating of at least A-VI; and
 - v. Be procured and maintained in full force and effect for duration of work.

D. Certificates of Insurance evidencing the coverages described herein, shall be forwarded to the Program Manager. Certificate Holder shall be: City of Boulder, 1777 Broadway, Boulder, CO 80306.

E. Within twenty-one days after receiving insurer's notice of cancellation or reduction in coverage, Contractor, or its insurance broker, shall notify the City. In either such case, Contractor shall promptly obtain and submit proof of substitute insurance complying with the City's insurance requirements.

3.2 The Contractor agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Contract, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the Contractor's operations in connection with this Contract, including operations of sub-contractors and acts or admissions of employees or agents of the Contractor or its sub-contractor.

3.3 Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of

negligence of the City, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101 *et seq.*, C.R.S., as now or hereafter amended.

4. MISCELLANEOUS.

4.1 The relationship between the Contractor and the City is that of an independent contractor. The Contractor shall supply all personnel, equipment, materials and supplies at its own expense, except as specifically set forth herein. The Contractor shall not be deemed to be, nor shall it represent itself as, an employee, partner, or joint venturer of the City. No employee or officer of the City shall supervise the Contractor. **The Contractor is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Contract.**

4.2 The Contractor shall not assign this Contract without the written consent of the City, which it may withhold at its sole discretion.

4.3 This Contract shall be subject to the provisions of the Charter, Municipal Code and Ordinances of the City of Boulder.

4.4 The Contract may be terminated by either party if it has been materially breached by the other party and written notification is tendered. If either party materially defaults and does not substantially cure such default within 30 days after receiving written notice of such default, then the non-defaulting party may terminate this agreement by providing 10 days written notice of termination to the defaulting party.

The City hereby reserves the right to decide all questions arising as to the proper performance of said services, and as to the quality of the materials used. In the event that the City shall determine that the services are not being performed in accordance with the terms of this Contract, or, if the services be wholly, or in part, negligently, or unsatisfactorily performed, then written notice of such defect or defects shall be given to the Contractor in the manner set forth above.

The City may, at any time, terminate this Contract, in whole or in part, for its own convenience if 120 days written notice is tendered. City shall pay Contractor for work satisfactorily completed, to the date of termination. The City shall determine the portion of work completed. If the City terminates this Contract for convenience, accommodation will be allowed to allow Contractor to deliver services for which participants have registered in good faith up to the date of termination.

4.5 It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the City and the Contractor that any such party or entity, other than the City or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

4.6 The waiver of any breach of a term, provision, or requirement of this Contract shall not be construed or deemed as waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision, or requirement.

4.7 This Contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by the City pursuant to City rules.

4.8 The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor represents, warrants, and agrees: (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this contract through participation in either the E-Verify or the Department Program; (ii) that the Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed; and (iii) if the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

- A. Notify the subcontractor and the contracting state agency or political subdivision within three (3) days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to Section 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Contractor further agrees that it shall comply with all reasonable requests made in the course of an investigation under Section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or Section 8-17.5-101 I., C.R.S. the City may terminate this contract for breach, and the Contractor shall be liable for actual and consequential damages to the City.

4.9 Contractor warrants that the individual executing this Contract is properly authorized to bind the Contractor to this Contract.

[Signature Page Follows]

Appendix A SCOPE OF WORK

A. Specific Program Information:

1. Contractor agrees to provide dance instruction and programming as set forth in City of Boulder RFP # 49-2016 and Contractor's proposal dated May 9, 2016
2. Each dance class shall have a minimum of six participants and the maximum number of participants will be based on Facility capacity as set by the City.
3. Programs will be scheduled by Kinesis Dance and approved by the City based on Facility availability, conditions and capacity limits. The parties will cooperate to schedule programming throughout the year. Contractor agrees that there will be some Boulder Parks and Recreation Department priority scheduling needs incorporated into program scheduling.
4. Recreational class fees will be set by the City and the Contractor and based on factors such as market value and cost recovery.

B. The City of Boulder agrees to provide the following services for the program specified above:

1. Facility and location: Dance studios at East Boulder Community Center, 5660 Sioux Dr., Iris Studio, 3198 N. Broadway, North Boulder Recreation Center, 3170 N. Broadway, and the South Boulder Recreation Center, 1360 Gillaspie Dr.
2. Equipment: stereos, floors, attached barres and mirrors in all facilities.
3. Advertise the course in the seasonal City of Boulder Parks & Recreation Guide, Website, E-mail blast, Promotional Flyers, and additional marketing efforts as they present themselves.
4. Provide inclusion training for the Contractor as needed.
5. Provide Contractor Orientation on City policies and procedures as needed.

C. Contractor shall comply with the following standard City of Boulder requirements:

1. **TRAININGS**. Prior to the start of the Recreation Program, Contractor agrees to participate in City trainings as follows:
 - a. Contractor and/or staff will participate in pre-program training on City of Boulder policies and procedures and facility use.
 - b. Contractor and staff will attend staff training both before the start of the

Recreation Program and as necessary to provide all Recreation Program services.

- c. Contractor and staff will attend inclusion training by City of Boulder Expand as needed.

2. **RECREATION PROGRAM OPERATION.** Contractor will schedule and supervise all recreation program activities and participants with approval from Program Manager, such duties include but are not limited to the following:

- a. Contractor will hire, supervise and pay all staff and independent contractors of the Recreation Program.
- b. Contractor will brand the City of Boulder Parks and Recreation Department through marketing materials, staff uniforms, banners, etc. consistent with all City of Boulder Parks and Recreation regulations for branding.
- c. Contractor will submit all promotional materials to the Program Manager for use in the Parks & Recreation Guide in a timeframe determined by the Program Manager.
- d. Contractor will collect City Risk and Release forms from each participant, the first day of each Recreation Program and return to City of Boulder staff by the second day of each Recreation Program.
- e. Contractor will keep accurate records and provide complete and timely information for required reports on activities including “check-in and check-out” procedures, incident and accident reports and injury log.
- f. Contractor will collect all participants’ information for promotional materials (i.e. name, e-mail, address, phone number) and provide to the Program Manager on or before the conclusion of the program.
- g. Contractor will meet with the Program Manager on a quarterly basis to report on the Recreation Program.
- h. Contractor will submit incident or accident forms within 24 hours of such incident/accident. The forms will be provided to the Contractor and should be emailed or turned into the Program Manager.
- i. Contractor will maintain an injury log—the log will be provided and kept at the facility’s front desk.

3. **MASTER PLAN GOALS.** Contractor will align with the Park’s and Recreation Master Plan goals to meet community needs, including, but not limited to the following:

- a. Contractor will provide a scholarship program for participants who are determined eligible for financial assistance. Contractor is responsible for all costs associated with providing the assistance.
 - b. In conjunction with a scholarship program, Contractor will conduct community outreach to underserved populations of the community.
 - c. Contractor will set program plans to broaden the scope of offerings for a wide range of community opportunities.
 - d. Contractor agrees to participate in a minimum of one City special event and appropriate “guest appearances” within current City programming and outreach efforts.
 - e. Contractor will work with Program Manager to maximize facility use while exploring creative ways to use available spaces.
4. **REPORTING OBLIGATIONS.** The Contractor shall submit a Lifecycle Management and Delivery Model Report to the Program Manager on or before November 1 of each contract year. The Report will be generated on form provided by the City. The purpose of the report is to assist the City in the evaluation of the Recreation Program and the development of future programming and space allocation.

Appendix B

PERFORMANCE BENCHMARKS

In order for the City to guarantee consistent levels of service for dance programming, the City has established the following performance benchmarks as goals for the Contractor. These benchmarks are based on similar levels of service offered by other recreation programmers contracted by the City of Boulder. A pattern of continued failure by the Contractor to meet these benchmarks may be considered a material breach and the City may exercise its right to terminate this Contract in accordance with Section 4.

The performance benchmarks are as follows:

- Offer a similar proportion dance programming for the levels, ages and demographics that were offered in 2016.
- Expand opportunities and offer other dance programs that may increase revenue without affecting general facility use by the public as mutually agreed upon by the Contractor and Program Manager.
- Contractor should conduct an annual (at minimum) participant satisfaction evaluations. Results should indicate they are fully or partially satisfied with offerings with respondents indicating a satisfaction of at a minimum of 75% in 2017.
 - In 2018 and 2019, an average of 80% of respondents should indicate they are fully or partially satisfied with program offerings and/or instruction on program participation evaluations.
 - In 2017, 2018 and 2019, increase the number of participants from 2016 by 2% each year.
- Partner with Boulder Parks and Recreation Department to assist in programming community events. These events may include but are not limited to Boulder Community Day, Summer Festival, GreenStreets, Snow Much Fun, etc.
- Maintain a scholarship program. Assist the City of Boulder's efforts to target low income participants.
- Attain an annual score of at least 50 on the Boulder Parks and Recreation's Recreation Priority Index (RPI). RPI criteria and scoresheets will be provided by the City.

Appendix C Refund Policy

Camps:

- Two weeks before camp begins \$15.00 fee
- Within two weeks of first day or after first day No refund

Programs:

- Before second class \$15.00 fee
- After second class No Refund



Boulder Parks & Recreation

Advisory Board

TO: Parks and Recreation Advisory Board

FROM: Yvette Bowden, Director, Parks and Recreation Department
Ali Rhodes, Deputy Director

SUBJECT: Matters from the Department

DATE: August 22, 2016

A. Facilities Strategic Plan Update

The Facilities Strategic Plan (FSP) project was a multi-departmental effort to inventory and assess the condition of six Parks and Recreation Department facilities and sixteen other facilities maintained by the Facilities and Asset Management Division (FAM). The objectives of the project were multi-faceted, but generally the overarching goal was to better understand the condition of facilities, their deficiencies and what improvements are necessary to guide future capital planning efforts and continue to provide a high level of operational and functional service to the community. Concurrent with the development of the FSP, a comprehensive operation, maintenance and management plan was also developed for department facilities to provide strategic guidance for the preventative maintenance and management of city assets.

The scope of the FSP project included:

1. Determining the total cost of ownership for each facility;
2. Assessing the condition of building systems and the associated replacement value for the system. As part of this work item, a ten-year work plan was developed in order to better understand the current backlog of maintenance deficiencies as well as strategically plan for what work items will be necessary to address within the next 10 years;
3. Analyzing energy consumption and comparing to buildings of similar type;
4. ADA compliancy; and
5. Analysis of code and hazard deficiencies that could potentially expose facilities future impacts.

The six department facilities evaluated as part of the FSP included the:

- North Boulder Recreation Center;
- East Boulder Recreation Center and associated Senior Center;
- South Boulder Recreation Center;
- Boulder Reservoir Boathouse;
- Boulder Reservoir Maintenance Building; and
- Boulder Reservoir Administration Building.

These facilities have a combined replacement value of approximately \$52.6 million.

With the exception of some noted deficiencies, the three recreation centers were found to be in very good condition. Recommendations from the FSP and the associated ten-year work plan emphasize a strategy that is in alignment with the department's guiding principle of 'taking care of what we have'. One of the primary outcomes of the FSP has been the identification of approximately \$7.8 million in work plan items over the next ten years. These represent items that are currently deficient or are expected to require some level of repair or replacement dictated by their life cycle over the next ten years. These lifecycle maintenance items have been included in the department's current capital improvement program and will continue to be funded through the program to ensure the facilities are meeting current standards for operations and recreational access to the community. These facilities are funded and operated in conjunction with the City's Facilities and Asset Management Division.

B. Recreation Access Update

The department continues Master Plan directed work to ensure the General Fund subsidy is intentionally used and that recreation services recover appropriate levels of costs. The Service Delivery Model and associated Recreation Priority Index (RPI) developed in 2014 with the Board's input, provides a framework that ensures that programming aligns with financial sustainability and service delivery goals. This model includes criteria to ensure subsidy is allocated to programs providing community benefit and services are managed according to best practices in life-cycle management.

Additionally, fee setting for 2017 included considerations related to the fiscal impacts of the Affordable Care Act and Living Wage direction. As personnel expenses increase, fees will likely adjust to ensure Recreation Activity Fund sustainability and affordable access for community members.

For 2017, recommended program fee increases vary depending upon the type of program and the level of community benefit and resulting in an average increase of approximately 10%. Other associated program shifts are discussed in the Board's August Action Items related to gymnastics and dance service delivery. Staff will continue to analyze services to ensure alignment with sustainability goals, community benefit and best practices in program management.

C. Staffing Announcements

After an externally posted recruitment process, Alison Rhodes, formerly District Services Manager, has been promoted to Deputy Director replacing Therron Dieckmann who left earlier in 2016. Yvette Bowden (Director), Kady Doelling (Business Services Manager), Jeff Haley (Parks Planning, Design and Construction) and Alison will serve as the department's senior leadership team. This group will also continue to steward the Strategy, Planning, Business Services and Operations Leadership Teams. Alison's former position will be posted in the weeks to come.

On August 1st, Keith Williams, former Vice President of Properties and Facilities for the YMCA of Boulder County, joined the department as the Regional Facilities Manager. Keith will supervise staff, services and operations at Valmont City Park, Flatirons Golf Course and the

Boulder Reservoir. Stacy Cole, Skyler Beck and Tim Stevens (managers at the Boulder Reservoir, Valmont City Park and the Flatirons Golf Course, respectively) will report to Keith.

D. Boulder Day Nursery Update (verbal)

E. CIP 2107-2022 Update (verbal)