

SECOND AMENDATORY COOPERATIVE AGREEMENT

THIS SECOND AMENDATORY COOPERATIVE AGREEMENT (this “**Second Amendment**”) is made and entered into this _____ day of _____, 2015, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the state of Colorado (the “**City**”) and **DENVER INNER CITY PARISH, INC.**, a Colorado nonprofit corporation (the “**Contractor**”), collectively “the Parties”.

WITNESSETH:

WHEREAS, it is in the best interest of the Contractor, the City and the general public that a cooperative agreement be entered into between the Contractor and the City whereby the Contractor shall utilize the facilities at Recreation Center for the purpose of providing public service programming for the surrounding community.

WHEREAS, the City and the Contractor previously entered into a Cooperative Agreement, dated December 7, 2010, as extended by that certain letter from Dody Erickson, Manager, Denver Parks and Recreation Department (“**Department**”), to the Contractor, dated October 26, 2011, relating to the Contractor’s control and management of certain facilities at the City-owned College View Recreation Center, 2525 South Decatur Street, Denver, Colorado (the “**Recreation Center**”), in order that the Contractor may provide public service activities and programs to the general public and for the College View community (collectively, the “**Original Agreement**”); and

WHEREAS, the City and the Contractor subsequently entered into an Amendatory Cooperative Agreement, dated June 28, 2013 (the “**First Amendment**”) relating to the Contractor desires to operate a day camp (the “**Day Camp**”), at the Recreation Center; and

WHEREAS, the parties desire to amend the Original Agreement and First Amendment in order to: (i) clarify each Party’s responsibilities with regard to utilities, repairs and maintenance, and (ii) update other language in the Original Agreement and First Amendment, with this Second Amendment (collectively, the “**Agreement**”).

NOW, THEREFORE, in consideration of the above premises and for the purpose of setting forth the relationship between the Contractor and the City, it is mutually agreed by the City and the Contractor as follows:

1. Capitalized terms that are not defined in this Second Amendment shall have the meaning provided for them in the First Amendment and the Original Agreement.

2. Paragraph 1 is amended to read as follow:

“1. **ENGAGEMENT & PURPOSE.**

(a) The City hereby engages the Contractor, to maintain, administer, manage, operate, and control the Recreation Center and certain buildings, programs, operations, and properties located therein and used in connection therewith, for municipal purposes, and for the enjoyment and education of the general public, and the Contractor hereby accepts such engagement on the terms and conditions set forth herein. None of the rights herein granted to the Contractor are, nor shall they be construed as, a lease, easement, or other interest in land.

(b) Contractor agrees to the following:

(1) City shall pay up to \$20,000 annually for the direct cost of natural gas and electrical power, and domestic water consumption within the Recreation Center facilities, to include gas, electric, domestic water and wastewater services combined. Contractor shall be responsible for the cost of such combined utilities to the extent the combined aggregate cost exceeds \$20,000. City shall bill Contractor directly for any such utility costs over \$20,000 annually in January for the preceding year. City may place thermostats on central control and place lock boxes on said thermostats. Contractor shall be responsible for supplying, maintaining and servicing any telephone equipment it uses at the Recreation Center, and will be responsible for the cost of such telephone equipment and service. Contractor shall likewise be financially responsible for any cable or internet service to the Recreation Center but is not obligated to provide such service. Contractor shall be responsible for any false alarm fees incurred.

(2) Contractor shall perform all routine maintenance for the Recreation Center including exterior snow removal inside boundaries identified in *Exhibit A*, as amended and attached hereto. Routine maintenance shall not include landscaping or exterior painting. Contractor shall deposit all trash resulting from its operation of the Recreation Center in the City's dumpster located in the park. The City shall service the dumpster as necessary for proper sanitation and disposal.

(3) Except to the extent expressly provided in this subparagraph (1)(b)(3), the City shall, in the sole discretion of the Department, make any necessary repairs or improvements of any kind or character, including emergencies, to or for the Facilities during the term of this Agreement. Contractor shall notify the Department, Facility Services of needed repairs or improvements and the City shall have the option to: (i) perform the repairs, or (ii) contract with a City contractor to perform the repairs. In the event that any locks on the Facilities are changed, the Department shall maintain a copy of current keys and codes for said locks and Contractor shall be responsible for making and distributing keys to its contractors, subcontractors, concessionaires, agents and/or partners. City shall perform any and all Preventive Maintenance as deemed necessary, in its sole discretion, and in accordance with its internal schedule for such maintenance.

(4) Contractor shall operate the Recreation Center a minimum of 20 hours per week outside of the published Denver Public Schools Schedule, including Denver Public Schools

holidays, recesses and weekends.

(5) Contractor shall furnish all furniture and equipment for the use of its programs at the Recreation Center.

(6) Contractor shall provide all supplies and materials related to its programs, and for Contractor's equipment and building maintenance, cleaning, and other obligation and for such other supplies or materials needed for Contractor's operations at the Recreation Center.

(7) Contractor shall provide the City quarterly reports with respect to fees collected, if any, and to other financial activity, conducted by Contractor in connection with programming, programs, and concessions conducted or allowed by Contractor at the Recreation Center.

(8) City shall maintain and pay for the monitoring of the Recreation Center's fire and intrusion alarm system and for maintenance and repair of such systems.

(9) Prior to effective date of this Agreement, Contractor and City shall jointly perform a walk-through/inspection and document the condition of the Facilities in a written instrument which shall be dated and signed by an authorized representative of each Party. Upon termination of this Agreement, Contractor shall be responsible for leaving the Facilities in the same or better condition as documented in the walk-through/inspection, minus normal wear and tear.

(10) In cooperation with the City's Parks and Recreation Department, Contractor shall establish one or more community advisory committees whose purposes shall be to create communication between the Recreation Center and community, and to identify any gaps in services, programming and potential programming as well as to help promote participation at the Recreation Center. Contractor shall schedule regular meetings of the community advisory committee(s), to occur at least quarterly. The committee shall be comprised of community members representing different users and College View neighborhood residents, business, Contractor staff and City's Parks and Recreation staff.

(11) With respect to its operations and programs at the Recreation Center, the Contractor shall not hire, retain, or knowingly engage or permit the services of any employee, volunteer, agent, or subcontractor with a felony criminal conviction or convictions or who has been charged with a felony crime involving physical violence, sexual acts, or illegal drugs, including any criminal attempts, solicitations, trafficking, or conspiracies relating to the same, and any crime or crimes, whether a felony or a misdemeanor, that involve children. A "conviction" shall mean a plea of guilty, a plea of *nolo contendere*, a finding of guilt, a default judgment, or a deferred judgment and sentence. The Contractor shall use every reasonable means available to confirm that its employees, volunteers, agents, or subcontractors have not been convicted or charged as set forth above and shall

immediately and fully inform the City if the Contractor becomes aware of any such conviction or charge. If such a criminal conviction exists and the Contractor believes there are extenuating circumstances that should be considered, the Contractor may request, in writing, that the Executive Director of the Department (“**Executive Director**”) waive the restrictions of this paragraph in light of policies set forth in C.R.S. Section 24-5-101, as amended, pertaining to the effect of criminal convictions on employment rights. Any waiver shall be in the absolute discretion of the Executive Director. Failure to comply with this paragraph or, at the City’s option, failure to promptly fire an employee, volunteer, agent, or subcontractor who has been so convicted or charged shall be cause for the City to immediately terminate this Agreement. The Contractor shall indemnify, hold harmless, and defend the City against any claims, actions, suits, damages, injuries, costs, penalties, judgments, awards, settlements, or other liability or expenses arising from or related to Contractor’s failure to comply with this paragraph.

(12) City shall remove the Recreation Center signage on the building and within the park within 90 days of the date of this Agreement. Contractor shall be responsible for any costs of replacement signage for the Facilities, and any costs to remove the signage upon termination of the Agreement. Contractor shall obtain written approval of the Executive Director or his/her designee prior to posting any signage on the Facilities and shall comply with all applicable City ordinances and other laws and regulations pertaining to any signage installed at the Recreation Center.

(c) The Contractor shall use its best efforts to encourage public use and enjoyment of the Recreation Center, to increase its support base to include youths, adults and seniors, to perform its obligations under this Agreement in order to its participation support base, to perform its obligations under this agreement in order to achieve the public purpose of this Agreement in accordance with its terms and spirit.

(d) The public purpose of this Agreement is to provide for the continued operation and maintenance of the Recreation Center, and any related operations and activities, for the use and benefit of the people of the City and the general public through public/private cooperation between the City and the Contractor in conformance with Section 2.4.4 of the Charter of the City and County of Denver.”

3. Exhibit C is hereby stricken and deleted in its entirety.

4. Paragraph 6 is amended to read as follows:

“6. **RESPONSIBILITY FOR MAINTENANCE.**

(a) The Contractor shall maintain the Facilities in good repair, including without limitation, buildings, parking lots, driveways and walkways, landscape, light bulbs, unclogging toilets, maintaining door hinges, janitorial services, general cleaning, within all public and non-

public areas within the Facilities that are located within the Recreational Facilities boundaries identified on Exhibit A.

(b) Contractor shall notify City immediately of any graffiti on the Recreation Center, and City shall dispatch personnel to remove any graffiti.

(c) Contractor shall have the carpets in the Recreation Center cleaned professionally at least once per year, and shall provide the city with proof that the carpets have been cleaned as required, as requested by the City.

(d) The Contractor shall have exclusive control, responsibility, and discretion over the selection, development, and arrangement of all programs to be offered in the Facilities, except as otherwise provided in this Agreement.

(e) The Contractor, consistent with the proper maintenance of the Facilities and the safety of the public, shall conserve utilities and energy use at the Facilities. The Contractor shall submit to the Executive Director such reports of its energy conservation programs as the Executive Director may reasonably request. The City shall install programmable thermostats at the Recreation Center on or before January 31, 2015.”

5. Paragraph 8 is amended to read as follows:

“8. **PUBLIC ACCESS TO AND USE OF FACILITIES; CITY ACCESS.**

(a) The recreational and program areas within the Facilities, exclusive of administrative and service areas, shall be open to the general public on the days and within reasonable hours designated by the Contractor, but at a minimum at least 20 hours per week. Such days and hours shall be subject to such reasonable rules and regulations as the Contractor may prescribe, and both the days and hours and the rules and regulations shall be submitted to the City two weeks in advance of implementation for review and comment.

(b) The public’s right to use the Facilities shall be subject to any rules and regulations promulgated by the Executive Director governing utilization of City recreation centers. To promote and maintain the safety, health and welfare of program participants and that of the general public, and in order to maintain preserve and protect the physical safety and integrity of the Facilities, and subject to the prior review and comment of the Executive Director, the Contractor may impose additional, more restrictive rules and regulations appropriate to the operation of a recreation center (the “Rules & Regulations”). Within the guidelines and rules so adopted the Contractor may exclude any person whose presence in or about the Facilities constitutes or threatens an imminent violation of the Rules & Regulations.

(c) The Contractor may, in accordance with the Department’s Rental Facilities

and Permits policies (Exhibit D), rent space within the Recreation Center to persons, corporations, or non-profit organizations. Prior to any such rental, Contractor shall provide written notice to the Executive Director at least fourteen (14) days prior to any such rental occurring. The Executive Director, in his/her sole discretion may approve, approve with conditions, or deny any rental request. Failure of the Executive Director to act on such request will be deemed an approval.

(d) The Mayor, members of the City Council, the Executive Director of the Department, and other representatives of the appropriate City departments shall, at all reasonable times, have access to the Facilities for purposes of visitation and inspection, and for any reason necessitated by an emergency.”

6. Except as herein amended, the Original Agreement and First Amendment are affirmed and ratified in each and every particular.

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Contract Control Number: PARKS-XC00644-02

Contractor Name: The Denver Inner City Parish, Inc.


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of June 15, 2015.

SEAL

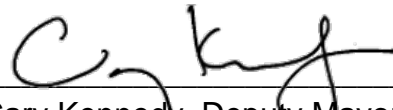


CITY AND COUNTY OF DENVER

ATTEST:



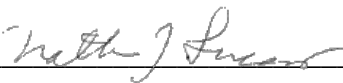
Juan Guzman, Deputy Clerk &
Recorder

By 

Cary Kennedy, Deputy Mayor


APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the
City and County of Denver


By 

Nathan Lucero, Attorney

REGISTERED AND COUNTERSIGNED:

By 

Cary Kennedy, Manager of Finance

By 

Dennis J. Gallagher, Auditor



Contract Control Number: PARKS-XC00644-02

Contractor Name: The Denver Inner City Parish, Inc.

By: Denver Inner City
PARISH

Name: D. Todd Clough
(please print)

Title: CEO/Executive Director
(please print)

ATTEST: [if required]

By: _____



Name: _____
(please print)

Title: _____
(please print)



Exhibit A



	DICP Snow Removal
	DPR Snow Removal

College View Recreation Center

DICP Snow Removal Agreement Exhibit A

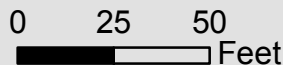


Exhibit D

Department Policy and Procedures

Policy Name: Recreation Facility Permitting

Effective: 01/01/09 (NEW)

Amended: 01/ /12

Contents:

Policy

1.0 Purpose

2.0 Definitions

3.0 Authority and Applicability of Laws

4.0 Background and General Requirements

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Policy

It is the policy of Denver Department Parks and Recreation (DPR) to allow citizens and organizations to permit, for consideration, use of specified recreation facilities for private purposes, subject to the qualifications, restrictions, and criteria of this policy.

1.0 Purpose

This policy outlines the conditions under which members of the public can permit (reserve and use) certain recreation facilities temporarily for their own activities. It specifies types of available facilities; general restrictions on permitting; terms and conditions of use; application requirements; fees, waivers and special consideration; and permitting process.

2.0 Definitions

2.1 Recreation Facility. A general use room within a recreation center, a specialized area (such as a swimming pool, gymnasium, etc.), an outdoor pool, or an entire recreation center, as these facilities are made available for permitting by DPR for Private Events.

2.2 Private Event. An event, class, or program (e.g., wedding, birthday party, sports clinic or practice, personal improvement, public health services, dance, exercise, club meetings, educational activities, etc.) organized and offered by a Permittee, but not by DPR, whether said Private Event is by invitation-only or open to the public in general.

2.3 Permit. A revocable and nontransferable permit issued by DPR that allows the Permittee a one-time or short-term reservation and use of a specified Recreation Facility for a Private Event upon payment of the prescribed Permit fee or providing other specified consideration and satisfaction of the qualifications, restrictions, and requirements of this Policy.

2.4 Permittee. An individual, an organization, or a non-profit or for-profit entity that makes application to, and obtains a Permit from DPR, for the holding of a Private Event in a Recreation Facility.

2.5 Supervisor. The DPR employee assigned to manage a recreation center in which a Recreation Facility is located and any designated representative of that Supervisor.

2.6 Security/Damage Deposit. A cash, check or credit card deposit provided by the Permittee which will be refunded to the Permittee upon compliance with this Policy and the issued Permit and upon return of the permitted Recreation Facility in a clean and undamaged condition, as further provided in this Policy.

3.0 Authority and Applicability of Laws

Under section 2.4.4 of the City Charter, the management, operation and control all facilities owned by the City and County of Denver for park and recreational purposes are under the exclusive control of DPR and its Manager. Fees or such other consideration for the use of such facilities and the enforcement of rules and regulations adopted by the Manager of DPR for the public's use of such facilities are provided by ordinance. All City ordinances and rules and regulations adopted by the Manager of DPR restricting or prescribing the public's use of such facilities shall be applicable in addition to the qualifications, restrictions, and requirements of this Policy and any terms and conditions contained in the issued Permit.

4.0 Background and General Requirements

Denver's recreation facilities and parks are intended for a wide array of public uses. For example, recreation facilities in parks, such as tennis courts or ball fields, are available for free, casual drop-in use or can be reserved for private use through a fee-based permit system. DPR has priority use of all these facilities for programs and classes.

Facilities inside recreation centers and at swimming pools are treated differently. All recreation centers and swimming pools are managed by city staff, and fees or paid memberships (or scholarships) are required for entrance and use. In an effort to use facilities more efficiently (i.e., increase their use), provide more public access for community or private events, generate more revenues for the benefit of DPR facilities and programs, and expand program offerings to the public, DPR wants to make certain Recreation Facilities available for private uses. The following qualifications, restrictions and criteria apply to permitted uses of these facilities by Permittees to the extent and manner specified.

4.1 General Qualifications, Restrictions & Requirements.

- *Priorities.* DPR or City-sponsored events, programs and classes have priority over all other requests for use of Recreation Facilities. Individuals and entities that have

contracted with the City for the reservation and use of Recreation Facilities have priority over all Permit applications.

- *Recreation Facility Availability.* DPR reserves the right, at any time, to withdraw from availability as a permittable Recreation Facility any given facility that may have previously been available as a permittable Recreation Facility.
- *Rules & Regulations.* All DPR rules and regulations apply to a Private Event held under a Permit. These include, but are not limited to, prohibitions on the following in Recreation Facilities: smoking, weapons and firearms, alcohol beverages and illegal substances, and pets or other animals (except for service animals). See sub-section 6.1 for more information.
- *Application.* The Permit application, in the form attached as **Addendum A** hereto, must accurately and completely specify all proposed activities, anticipated attendance, food and beverage service, requested Recreation Facility, special needs, and requested date(s). DPR staff will evaluate this information in terms of the availability and adequacy of size of the requested Recreation Facility and the potential physical impact on the Recreation Facility and any impacts on the public use of the recreation center or other nearby DPR parks and facilities.
- *Fees & Charges.* Permit fees, as set forth in the schedule attached hereto as **Addendum B**, must be paid prior to issuance of a Permit, unless a fee reduction, waiver, or special consideration has been approved, as provided sub-section 4.2 below. Additional charges specified in this Policy must be paid as prescribed in the Permit or upon presentation by DPR of a bill for such charges. See sub-section 5.3 below.
- *Special Consideration:* Special consideration must be authorized, in advance, by the Deputy Manager for Recreation or the Deputy Manager's designee. If approved, the nature and extent of the special consideration must be described in the Permit application or an attachment thereto, along with any terms and conditions required by the Deputy Manager for Recreation or the Deputy Manager's designee. See sub-section 4.2 below.
- *Security/Damage Deposit.* A deposit for security and damage purposes will be required for permits that anticipate fifty (50) or more attendees or for Private Events that present unusual circumstances. See sub-section 5.4 below.
- *Areas Open for Use.* A Private Event shall be limited to the Recreation Facility specified in the Permit. Parking areas and points and paths of access to the permitted Recreation Facility may be specified or restricted by the Supervisor. Rest room facilities to be used by attendees may be specified by the Supervisor. It is the responsibility of the Permittee to make certain that attendees comply with any specifications or restrictions on parking, restrooms, or access. The Recreation Facility and all areas open to attendees must be vacated promptly upon expiration of the time period specified in the Permit.

- *Supervision & Control.* The Permittee will be responsible for the conduct and control of their attendees and must take all reasonable measures to assure compliance by attendees with all DPR rules and regulations, the qualifications, restrictions, and requirements of this Policy, and the terms and conditions of the Permit. All children under the age of 18 years of age must be properly and continuously supervised during Private Events. The Permittee is responsible for assuring the following adult per child ratios are complied with: **Ages 3-5, 1 adult per 3 children; Ages 6-17, 1 adult per 10 children.**
- *Staffing.* A DPR staff person must be present during the Private Event and shall have full access to all activities, at any time, in order to ensure that all rules and regulations, Policy restrictions and requirements, and Permit terms and conditions are being observed. If a Recreation Facility is permitted outside of normal recreation center hours of operation, whether during Curfew Hours or After Hours as provided below, the Permittee must pay the hourly costs of providing staffing for such Private Events. See the schedule attached as **Addendum B.**
- *Pool & Gym Staffing.* In addition to the staffing requirement above, the permitting of a pool (indoor or outdoor) will require additional staffing by DPR lifeguards and the permitting of a gym may require additional staffing. These staffing requirements will depend on the size and duration of the Private Event. The number of lifeguards or other staff required will be specified by the Supervisor. The Permittee must pay the hourly costs for such staffing. See the schedule attached as **Addendum B.**
- *Curfew Hours.* Recreation Facilities are typically permitted for a Private Event only during normal park hours (5:00 a.m.-11:00 p.m). Park curfews (11:00 pm through 5:00 am) and ordinance curfews for juveniles apply (“Curfew Hours”). Agreements, with special requirements, restrictions, and charges, are required for any Private Event at a recreation center held during Curfew Hours. A Private Event for juveniles held during Curfew Hours will require “lockdown” of the recreation center and extra security and supervision. The fee reduction provision of sub-section 4.2 below shall not apply to Private Events held during Curfew Hours.
- *After Hours.* A Private Event held before a recreation center is opened or after a recreation center is closed but not during Curfew Hours (“After Hours”) may be permitted subject to the Permittee paying the hourly DPR staff costs and any extraordinary costs that might result from the Private Event being held After Hours. Additional restrictions regarding areas of access may be imposed. The fee reduction provision of sub-section 4.2 below shall not apply to Private Events held After Hours.
- *For-Profits.* Any for-profit entity or any individual engaged in for-profit activity may permit a Recreation Facility only if the Private Event: 1) is recreational in nature; 2) allows attendees, whether specially invited or the public at large, to actively participate in recreational activities or related education; and 3) does not duplicate existing programming provided by DPR or its agents or contractors. Any sales of

goods or services must be of a recreational nature and clearly incidental but directly related to the recreational activities or related education provided by the Permittee. Denver sales tax is applicable and must be collected and tendered to the Denver Department of Finance.

- *Non-Profits.* Any not-for-profit organization or non-profit entity that permits a Recreation Facility may engage in the sale of goods or services only so far as the sale is clearly incidental but directly related to the not-for-profit purpose of the organization or the non-profit purpose of the entity and is not contrary to the organization or entity's tax exempt status. Denver sales tax is applicable and must be collected and tendered to the Denver Department of Finance. Any activity or program offered by a not-for-profit organization or non-profit entity must not duplicate existing programming provided by DPR or its agents or contractors.
- *Permittee's Charges.* A Permittee may charge attendees a reasonable registration or participation fee or charge for the Private Event. A Permittee may request attendees contribute a donation for the Private Event. The Permittee shall include the amount of said fee or charge or the requested donation for each attendee in the application and state whether the fee or charge or requested donation will be collected prior to or at the time of the Private Event, or both. If Denver's Facilities Development Admissions Tax (a/k/a "Seat Tax") is applicable, a 10% tax on all such registration or participation fees or charges must be collected and tendered to the Denver Department of Finance.
- *Waivers of Liability.* Attendees may be required to sign a waiver, approved by the City, releasing the City of all liability. See sub-section 5.7 below.
- *Permittee's Liability to City.* The Permittee is financially responsible to the City and County of Denver for any and all damage and/or theft of City property occurring in the area used by the Permittee. Excessive wear or damage to City equipment and/or facilities caused during the Private Event, the loss of City-owned property related to the Private Event, or failure to clean the Recreation Facility may result in loss of the Security/Damage Deposit. The City and County of Denver reserves the right to pursue any legal remedies available to it to recover any costs or expenses for repairing, replacing, restoring, or cleaning any Recreation Facility or other City facilities or property destroyed, damaged, lost, or improperly cared for as the result of or in connection with the Private Event. Nothing in this Policy or the issued Permit shall waive or reduce the liability a Permittee may have for such damage.
- *Permittee's Liability to Attendees & Employees.* The City and County of Denver will not be held liable for any injuries to attendees or the Permittee or the Permittee's employees, agents, or contractors, nor will the City and County of Denver be held responsible for loss, damage or theft of any equipment or personal articles owned, leased or rented by attendees or the Permittee or the Permittee's employees, agents, or contractors using the Recreation Facility. By accepting a Permit for a Recreational Facility, the Permittee agrees to release and waive all claims for injuries, loss, damage or theft and to indemnify the City and County of Denver for all costs and expense

arising from such injuries, loss, damage, or theft. Insurance will be required for any Private Event for which fifty (50) or more attendees are expected and for a smaller Private Event that involves significant physical activities on the part of participants. See sub-section 5.6 below on indemnification and insurance requirements.

- *Occupancy Limitations.* Attendance for a Private Event must not exceed posted occupancy limitations under the Denver fire and building codes. Any Private Event that results in attendance, including Permittee, Permittee's employees, contractors, and agents, exceeding building or room capacity may be terminated without notice and without refund of fees or charges.
- *Enforcement.* Failure to substantially adhere to any of these qualifications, restrictions, or requirements may result in cancellation of a Permit and other consequences as set forth in the Cancellation Policy below in sub-section 4.3

4.2 Fee Reduction, Waiver and Special Consideration Policy

Fee Reduction. Non-profit entities that have a documented federal 501(c)(3) status will qualify for a) a twenty-five percent (25%) reduction of the Permit fee (if the non-profit is not primarily serving youth), b) a fifty percent (50%) discount for non-profits primarily serving youth that charge a fee for participation, and c) a seventy-five (75%) discount for non-profits primarily serving youth with no fees/charges for participation, all subject to such limitations as otherwise provided in this Policy. A reduction in the Permit fee may be requested by completing the "Application for Reduced Fee" section of the permit application as set forth in **Addendum A** attached hereto. A copy of a current letter of 501(c)(3) tax exempt status from the Internal Revenue Service must be submitted at the time of application. The Supervisor at the recreation center where the requested Recreation Facility is located will accept and process the reduced fee application.

- *Waiver.* A total waiver of the Permit fee will be made for Denver Public Schools, City agencies (including City Council), and registered neighborhood organizations. This waiver shall not apply to any DPR staff or equipment costs. A request for waiver must be included with the Permit application.
- *Special Consideration.* A not-for-profit organization, a non-profit entity, or a for-profit entity may have its Permit fee reduced, further reduced (beyond the fee reduction above), or waived, if the said organization or entity is willing to provide an in-kind or other contribution of goods, services, or programs that will benefit the recreation center or other DPR facility or that will benefit patrons of the recreation center or other DPR facility. The Special Consideration may include, but is not limited to, recreational equipment or materials, free attendance for patrons or DPR employees to classes or programs, or commitments to undertake service projects for improvements or programs at a recreation center or other DPR facility. All proposed Special Consideration must be equal to or exceed the value of the reduced fee or provide a substantial but immeasurable benefit. Any proposal to provide Special Consideration in exchange for a reduced fee or fee waiver must be fully described in writing, on the

application form **Addendum C** attached hereto, and included with the Permit application, and submitted to the Supervisor. The request will be reviewed and approved, approved with terms and conditions, or disapproved by the Deputy Manager of Recreation or the Deputy Manager's designee.

- *Other Obligations.* Any reduction in or waiver of Permit fees or any special consideration allowed above will not affect the obligation of a Permittee to comply with the remaining qualifications, restrictions, and criteria of this Policy or to pay other costs or to provide a Security/Damage Deposit or insurance as required by this Policy or by ordinance.

4.3 Cancellation Policy

- *Reserved Right to Cancel.* DPR reserves the right to cancel a Permit at any time due to unforeseen factors or events, including but not limited to closure of recreation centers, staff reductions, reduced hours of operation, or required use of Recreation Facility for a City-sponsored event. A full refund will be made for such a cancellation.
- *Cancellation with Cause.* If a Permittee fails to substantially adhere to DPR rules and regulations, the qualifications, restrictions, and criteria of this Policy, or any terms or conditions on the Permit, DPR reserves the right to cancel the Permit at any time and not refund the fees, charges or Security/Damage Deposit, and/or to impose restrictions or prohibitions on the Permittee as to any future permitting or use of DPR parks and facilities, as the Supervisor and/or the Director of Recreation deem appropriate under the circumstances.
- *Cancellation by Permittee.* All Permit cancellations by the Permittee must be provided in writing to the Supervisor. In accordance with section 39-121(11)(d)(2) of the Denver Revised Municipal Code, a cancellation by the Permittee will result in the payment of a cancellation fee or forfeiture of the Permit fee as provided in the schedule in **Addendum B** attached hereto.

5.0 Procedures

5.1 Scheduling Guidelines.

Except as provided below in this sub-section 5.1, a Permit is typically issued for a one-time or short-term use of a Recreation Facility. The Recreation Division of DPR has a Program Session Calendar which consists of Winter, Spring, Summer and Fall Sessions. By following scheduling sessions for issuance of Permits, the intent is to encourage flexibility and wide use, while providing the Permittee adequate preparation time and a commitment of the Recreation Facility. Recreation Facilities are permitted by program session, according to the following schedule. Any exceptions must be approved by the Deputy Manager of Recreation or the Deputy Manager's designated representative and may require entry into a separate agreement.

1. Winter Session (Mid December-Mid March)
Applications accepted beginning November 1
2. Spring Session (Mid March-end of May)
Applications accepted beginning January 2
3. Summer Session (June 1-Mid August)
Applications accepted beginning April 1
4. Fall Session (Mid August-Mid December)
Applications accepted beginning July 1

For permits issued under this quarterly system, no use of a Recreation Facility is assured beyond a quarterly season. Permit applications will be received and processed on a “first-come, first-served” basis, subject to priorities described in sub-section 4.1 above. For Permit applications received on the first application date listed above for a quarterly season, an impartial lottery system will be used to resolve any scheduling conflicts. Any application date which falls on a day when DPR staff is not available to accept applications will be moved to the next working day when DPR staff is available.

For permit holders which have consistently scheduled and used a specific Recreation Facility on a weekly basis or more frequently for at least two consecutive (2) years (“Historic Users”), the Program Session Calendar shall be semiannual. Recreation Facilities are permitted for Historic Users by program session, according to the following schedule:

1. Winter/Spring Session (Mid December-end of May)
Applications accepted November 1
2. Summer/Fall Session (June 1-Mid December)
Applications accepted April 1

A Historic User which submits a permit application by the deadlines specified above shall have first right, as opposed to other permit applicants, to use the Recreation Facility which the Historic User has typically used for the entire program session, but only for such days and times as the Recreation Facility has been commonly used by the Historic User.

5.2 Process

A completed and signed application for a Permit must be submitted to the recreation center at which the requested Recreation Facility is located or, in the case of an outdoor pool not associated with a recreation center, to the DPR Aquatics Office. Applicants are encouraged to closely review this Policy prior to completing and submitting an application. Submission of an application indicates the applicant’s acceptance of, and willingness to comply with, the qualifications, restrictions, and criteria of this Policy.

Once date, time and room availability is determined by DPR staff, the Permit application will be processed and issued, provided all qualifications, restrictions, and criteria of this Policy have been satisfied or resolved.

A pre- and post-event check list will be completed on the day of the Special Event. This will be completed by the Supervisor and the Permittee.

5.3 Permit Fees & Other Charges

The appropriate Permit fee must be paid prior to the approval and issuance of the Permit. Any required charges (unless said charges are deferred for payment at a later date) must be fully paid prior to approval and issuance of the Permit. A receipt for payment will be provided. Permit fees and equipment and personnel charges shall be as set forth in **Addendum B** and conform with fees and charges set by section 39-121(11)(d) of the Denver Revised Municipal Code. Fees may be reduced, waived or modified under appropriate circumstances as provided in the in sub-section 4.2 above.

5.4 Security/Damage Deposit

A Security/Damage Deposit is required for Private Events for which more than fifty (50) attendees are expected. A Security/Damage Deposit may also be required for a Private Event involving fewer than fifty (50) attendees if the Private Event is not of the type common and customary for DPR facilities and presents a significant risk that the activities of the Permittee or the attendees at the Private Event may result in damage or excessive wear to DPR facilities. Attendance will be determined by the occupancy limitation for the Recreation Facility unless the Permittee can demonstrate that attendance is by invitation only and that the number of invited attendees shall not exceed the prescribed numbers.

The amount of the Security/Damage Deposit required for a Private Event is as provided in **Addendum B**. A waiver may be granted to Denver Public Schools, City agencies (including City Council), and registered neighborhood organizations.

Security/Damage Deposits will be refunded in full except under the following circumstances:

- Additional space used beyond the Recreation Facility specified in the Permit
- Occupancy limitation violation, which necessitated calling Denver Fire Department or necessitated terminating the Permit during the Private Event
- Poor guest conduct, which necessitated calling Denver Police Department or necessitated terminating the Permit during the Private Event
- Violation of weapons, firearms, alcohol and/or illegal substances prohibitions
- A substantial violation of the qualifications, restrictions, and criteria of the Policy
- Occupancy of Recreational Facility beyond the time specified in the Permit
- Damage or excessive wear to facility, furnishings or equipment
- Inadequate clean-up
- Misrepresentation of the nature or size of the Private Event

Providing or forfeiting a Security/Damage Deposit does not eliminate or reduce the obligation of the Permittee to comply with the qualifications, restrictions, or criteria of this Policy or the legal remedies available to the City for violations of DPR rules and regulations, this Policy, or the Permit.

5.5 Refund and Appeal.

A cash or check refund for a Security/Damage Deposit will take four to six weeks for processing and will be mailed directly to the Permittee at the address on the Permit application. A credit card refund for a Security/Damage Deposit will be done through a credit back to the same credit card.

If DPR decides to retain all or a portion of the Security/Damage Deposit or cancels a Permit without refund of fees, charges or Security/Damage Deposit, as provided in sub-section 4.3 above, the Permittee will be notified in writing within the same four to six weeks, stating the reasons for denying the refund. The Permittee may appeal the decision by writing an appeal to the Manager of DPR. Said appeal must include all reasons for the refund to be made and/or justifications or disputes with respect to alleged violations of the Permit, Policy, or DPR rules and regulations that resulted in the forfeiture of fees, charges, and/or Security/Damage Deposit. The Manager of DPR will review and decide the appeal and mail out her/his decision within two weeks of receiving the appeal.

5.6 Indemnification and Insurance.

- As a condition of the Private Event Permit issued, the Permittee shall indemnify and hold harmless the City and County of Denver and its employees from and against any and all causes of action, losses, liability, and costs (including statutory liability under worker's compensation laws) in connection with any claims for damages as a result of injury or death to any person or damage to or loss of any property sustained by the Permittee, the Permittee's employees, agents, or contractors, and any invitees, guests, attendees, or participants arising from or associated with the use or occupancy of the Recreation Facility permitted by the Permittee for a Private Event and/or other common areas used in connection with the Private Event, including but not limited to the recreation center, any surrounding park, and parking lots.
- *Insurance.*
 - General liability coverage is required for a Private Event for which fifty (50) or more attendees are expected and may also be required for a Private Event involving fewer than fifty (50) attendees if the Private Event involves significant physical activities that present a risk of injury to participants. Attendance will be determined by the occupancy limitation for the Recreation Facility unless the Permittee can demonstrate that attendance is by invitation only and that the number of invited attendees shall not exceed the prescribed numbers.
 - General liability coverage of not less than \$1,000,000 is required, with the proof of insurance showing the City and County of Denver as an additional insured.

- Exclusions to the general liability coverage that limit or deny coverage with respect to certain activities that might occur during the Private Event or with respect to juveniles who might attend the Private Event must be expressly identified to the Supervisor. The City reserves the right to require alternative protection, solely at the cost of the Permittee, in the event of such exclusions, including but not limited to special insurance coverage, the presence of additional security or DPR staff, or limitations on uninsured activities occurring during the Private Event, as the Supervisor and/or the Director of Recreation deem appropriate.
 - Contact sports, such as martial arts or boxing, that are accredited or organized through a national or state organization are allowed only upon proof of current instructor accreditation and, if the organization or association provides insurance coverage for its membership, proof that all attendees are members of the organization or association.
 - Medically related procedures or physical or mental health activities, including but not limited to vaccinations, flu shots, blood tests, physical therapy, chiropractic services, and massage, may require additional types and amounts of insurance coverage, as required by the Risk Administrator in Denver's Office of Risk Management.
 - General liability coverage required under this section may be obtained by a Permittee, upon a payment of a prescribed fee, through the Tenants User Liability Insurance Program ("TULIP"). The availability or extent of coverage under the TULIP may be terminated or modified at any time, without notice, as directed by the Risk Administrator of Denver's Office of Risk Management.
 - All required insurance coverage must be obtained and paid for, and proof of insurance provided to the Supervisor, prior to the Private Event. Failure to obtain or provide proof of the required insurance shall be grounds for the immediate revocation of the Permit.
- A waiver of these requirements may be granted to Denver Public Schools, City agencies (including City Council), and registered neighborhood organizations.

5.7 Attendee Waiver of Liability.

As a condition of the Permit, the Supervisor may require that the Permittee obtain signed waivers of liability from all attendees and from the parents or guardians of all attendees under the age of eighteen (18) years, if the Private Event involves significant physical activities that present a risk of injury to participants. Signed waivers may also be required of the Permittee, the Permittee's employees, agents, and contractors. The originals of all signed waivers must be provided to the Supervisor prior to the Private Event. The Supervisor shall have the right to confirm that all persons required to sign a waiver have submitted fully and properly executed waivers. The form of the waiver will be similar to the example form contained in **Addendum D**.

6.0 Conditions of Use

6.1 General conditions and restrictions.

- Alcohol beverages (including beer, wine, hard liquor, and mixed drinks containing any quantity of alcohol) and illegal substances (excluding medications prescribed by a doctor or available over-the-counter and vaccinations or injections administered by a qualified medical personnel) are strictly prohibited. Persons appearing to be under the influence of alcohol or illegal substances will be denied access to, or directed to leave, the recreation center or other DPR facility where a Private Event is being held.
- Smoking is not allowed within any City-owned structure. The sale of tobacco or tobacco-related products is strictly prohibited.
- Gambling of any form is strictly prohibited.
- Weapons are typically not allowed; provided, however, that weapons commonly utilized in martial arts or in certain recreational activities, such as archery, may be permitted upon prior arrangement with the Supervisor and subject to adequate measures to assure the safety of the attendees and patrons being included in the Permit and strictly complied with by the Permittee, the Permittee's employees, agents, and contractors and by all attendees (to the extent that attendees are authorized by the Permit to handle the weapons). Weapons brought by attendees are strictly prohibited. Firearms (except for those held by Denver Police officers, Sheriff's deputies, and duly authorized security personnel) are strictly prohibited; provided, however, this restriction shall not apply to any person in possession of a handgun for which the person holds a valid permit or a temporary emergency permit to carry a concealed handgun issued pursuant to state law and is otherwise carrying the handgun in conformance with applicable state or local law and is not engaging in any unlawful use of the handgun.
- Pets or animals of any kind (except for service animals) are not allowed.
- Signs outside the recreation center advertising a Private Event are prohibited. Signs inside the recreation center are restricted to the Recreation Facility. With Supervisor approval, small, temporary directional signs may be placed in corridors of the recreation center where the Private Event is being held. All allowed signs must be promptly removed following the Private Event.
- All motor vehicles must be parked in designated parking spaces. All traffic laws and DPR rules and regulations regarding the movement and location of motor vehicles shall be observed.

- Temporary storage of any items before the Private Event or after the Private Event will not be provided unless pre-arranged with the Supervisor, subject to availability of storage space and opportunity to access the space.
- Any filming or videotaping of the Private Event shall be restricted to the Recreation Facility unless written permission is obtained from the Supervisor. Under no condition shall cameras or similar devices capable of preserving a visual image be permitted in restrooms or locker rooms.

6.2 Security.

Security Based on Attendance. Security personnel shall be required for any Private Event for which attendance is expected to equal or exceed either: 1) two hundred (200) persons, including the Permittee and Permittee's employees, contractors, or agents; or 2) one hundred (100) persons under the age of eighteen years of age unless one or more parent or guardian for each juvenile is in attendance during the Private Event. Attendance will be determined by the occupancy limitation for the Recreation Facility unless the Permittee can demonstrate that attendance is by invitation only and that the number of invited attendees shall not exceed the prescribed numbers. One security person is required for 200 to 250 attendees, and one additional security person is required for every 250 attendees in excess of 250.

Security for Money Collection. For any Private Event of any size or nature at which the Permittee anticipates collecting registration or participation fees or charges on site and/or receiving donations or other monetary contributions and/or receiving payment on site for goods or services sold, individually or collectively in excess of two thousand dollars (\$2000.00), one security person will be required to be in attendance at the location where said funds are collected or received. The Supervisor reviewing the application for the Private Event may infer the amount to be collected or received on site based on the number of attendees anticipated, whether registration or participation fees or charges will be collected on site, whether donations or other monetary contributions will be received on site, the nature of the goods or services to be sold, and whether there will be receipt of money for sale of goods or services on site. The Supervisor may waive this security requirement if the Permittee demonstrates that any payments collected or received on site are solely in the form of credit card charges (no cash or checks). This security requirement will be in addition to any security personnel required based on attendance.

All security personnel must be employed or contracted by a licensed, bonded and reputable security company, or they must be police officers, sheriff's deputies, or similarly qualified peace officers.

If security is required, the Private Event will not be allowed to begin until security personnel arrive and take their appropriate stations. Security personnel must arrive fifteen minutes prior to the beginning of the Private Event and must remain until the conclusion of the Private Event and departure of the attendees.

Expectations of security personnel are as follows:

- Monitor Private Event to ensure that no alcohol consumption or illegal drug use is occurring
- Monitor for weapons and for fighting or other inappropriate behavior
- Monitor Private Event to ensure that only “expected/invited” guests are admitted to the Private Event, if the Private Event is by invitation only
- Monitor Recreation Facility and all associated public areas open to attendees
- Monitor Private Event attendees to ensure that they remain in appropriate areas and not in “off-limits” areas in the recreation center
- Monitor parking lot area regularly
- Other appropriate duties related to security and event monitoring as requested by the Permittee and/or the Supervisor

Any Permittee, Permittee’s employee, contractor, or agent, or attendee involved in an altercation or destructive behavior will be required to promptly leave. If any altercation or destructive activity is deemed by the Supervisor to be excessive, the Private Event will be shut down and the Permittee, Permittee’s employees, contractors, and agents along with all attendees will be asked to promptly leave. Security personnel are expected to take all necessary actions to escort ejected persons off DPR property if so requested by the Supervisor. Any criminal behavior must result in the Denver Police being contacted.

6.3 Food and drink

- The recreation center does not furnish any utensils, plates, cups, serving dishes, tablecloths, etc.
- Red and purple beverages will stain carpet, tabletops, and floors. The recreation center only allows beverages such as soda, lemonade, etc., which do not contain food coloring that could possibly leave permanent stains.
- No rice, confetti, or birdseed is allowed in or around the recreation center, including sidewalks, entrance areas, adjacent patios, lawn and/or parking lots.
- Food and drinks are allowed only in areas designated by the Supervisor. The Permittee shall be responsible for cleaning the area used.

6.4 Equipment, furniture and music.

- Music and noise must be kept at a reasonable volume level, at the discretion of the Supervisor. Section 38-101, DRMC, regarding prohibited noises will be enforced.
- The Permittee shall not erect or operate any machinery or equipment (other than that provided by DPR) on any DPR facility, without the consent of DPR. The Permittee shall not install any wires or electrical appliances without permission and must supply its own extension cords and power strips.

- The Permittee shall not use, under any circumstance, any substance of an explosive, highly flammable, hazardous, or toxic nature in or near any DPR facility, including fireworks.
- Each Recreation Facility has a limited number of tables and chairs available. Under no circumstances will tables and chairs be moved from one facility to another facility. The Permittee must furnish any additional table or chairs that are clearly owner-identifiable.

6.5 Decorations

- All decorations must be installed during the time specified in the Permit.
- Permittee must provide materials such as scissors, masking tape, staplers, etc. for use in decorating. Recreation center materials will not be available to the Permittee.
- Nothing is to be attached to painted walls, ceiling, or accordion door tracks. Masking tape may be used to attach decorations to metal door, windows, wooden posts, and beams or metal window/door frames.
- Helium filled balloons are not allowed in gymnasiums, swimming pool area or rooms with ceilings greater than twelve feet in height.
- All decorations must be removed along with tape, tacks, staples, etc., and disposed of at the end of the Permit period.
- Any decorations must be put up without defacing the Recreation Facility and will be subject to the approval and subsequent supervision by the Supervisor.

6.6 Use of Kitchen. An additional fee (see **Addendum B** schedule) enables the Permittee use of kitchen facilities, when available and subject to the restrictions set forth in this sub-section 6.6. A kitchen typically consists of a sink, refrigerator/freezer, microwave oven, oven/stove, and counter area. The use of the kitchen is only for “staging” food service (warming and layout of food). The Permittee may not perform food preparation of any kind in said kitchen nor perform any washing of dishes, chinaware, flatware, serving containers, utensils, and similar items in said kitchen. All serving and dining ware, along with remaining food, supplies and materials, brought by the Permittee must be removed, unwashed and in containers capable of preventing spills or drips, from the kitchen at the end of a Private Event. The Permittee is responsible for bringing sufficient backup serving and dining ware, food, supplies and materials to ensure that food preparation and washing do not occur in the kitchen

6.7 Clean-up. The Recreation Facility and kitchen, if permitted, must be left in the same condition in which it was found. Staff members will use a pre- and post-event check list to evaluate the clean-up. Trash sacks and containers will be provided by DPR.

If the Permittee utilizes any of the following items/areas, they are responsible for the following:

- All decorations and belongings must be removed immediately following the event.
- All trash must be bagged, tied, and placed in the dumpster outside the recreation center. All cardboard boxes must be flattened and other recyclable materials must be placed in the recycling bins at the center.
- Sinks must be cleaned and wiped out all food drips and stains.
- Countertops must be thoroughly cleaned and all dirt, food particles and stains removed.
- Spills in refrigerators must be cleaned and all items brought by the Permittee must be removed.
- Ovens must be wiped down interior and exterior. Spills must be cleaned up.
- Microwaves must be wiped down interior and exterior. Spills must be cleaned up.
- Floors must be clean. Spills must be cleaned up.

7.0 Addenda

The attached Addenda A, B, C and D are incorporated into this Policy by this reference.

Addendum A is the application form for Recreational Facility Permitting and reduced fees or waiver.

Addendum B is the schedule for fees, charges, and Security Deposits for Recreational Facility Permitting.

Addendum C is the application form for special consideration.

Addendum D is a form waiver of liability.

These Addenda may be modified or replaced, as determined appropriate by the Manager of DPR (provided any modifications or replacements are in keeping with this Policy) or as required by ordinance for fees, without undergoing any amendment process to this Policy.

This Recreation Facility Permitting Policy has been duly adopted and amended in accordance with the rule-making requirements of section 39-2 of the Denver Revised Municipal Code and is in accordance with the authority of the Manager of the Denver Department of Parks and Recreation under section 2.4.4 of the Denver City Charter.

This Recreation Facility Permitting Policy is amended and restated effective this ____ day of January, 2012.

In accordance with section 39-2(e), D.R.M.C., copies of this amended Recreation Facility Permitting Policy were filed with the Denver Clerk and Recorder and the Denver City Attorney within seven (7) days of the effective date set out above, and a notice of the adoption of this amended Recreation Facility Permitting Policy was published in _____ on the ____ day of _____, 2012. The notice included a statement that a copy of the amended Recreation Facility Permitting Policy is on file with the Manager of Parks and Recreation and is available for public inspection.

APPROVED AND ADOPTED:

Lauri J. Dannemiller
Manager of Parks and Recreation

APPROVED FOR LEGALITY:

City Attorney for the City and County of Denver

Assistant City Attorney