

FIRST AMENDMENT TO LEASE AND AGREEMENT

THIS FIRST AMENDMENT TO LEASE AND AGREEMENT (“Amendatory Lease”) is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”), for itself and on behalf of the **DENVER DEPARTMENT OF PARKS AND RECREATION** (“Parks Department”) and the **OFFICE OF CHILDREN’S AFFAIRS** (“OCA”, as the successor agency to the Mayor’s Office for Education and Children, and together with Denver, the “City”), and the **BOYS & GIRLS CLUBS OF METRO DENVER, INC.**, a Colorado nonprofit corporation, whose administrative headquarters are 2017 West 9th Avenue, Denver, Colorado 80204, (“Tenant”), each the City and the Tenant a “Party” and jointly the “Parties.”

RECITALS:

A. The Parties entered into a Lease and Agreement dated July 14, 2003, (the “Lease”), under which the Tenant leases from the City certain real property and improvements located at 4395 and 4397 Crown Court, Denver, CO to provide youth programs.

B. The Parties wish to amend the Lease to change the due for the submission of annual reports and update outdated terms as set forth below.

NOW THEREFORE, the parties agree as follows:

- 1.** The following references in the existing Lease are modified as follows:
 - a. All references to the Mayor’s Office for Education and Children and MOEC are amended to read: the Office of Children’s Affairs and OCA, as applicable.
 - b. All references to the Manager of the Parks Department are amended to read: the Executive Director of the Parks Department.
 - c. All references to the Manager of Revenue are amended to read: the Executive Director of the Department of Finance.
 - d. All references to the Department of Revenue are amended to read: the Department of Finance.
 - e. All references to the Director of Asset Management are amended to read: the Director of the Real Estate Division.
 - f. All references to the Office of Asset Management are amended to read: the Real Estate Division of the Department of Finance.

- 2.** Section 6.12 E. of the Lease, entitled “**Reports**”, is amended by deleting and replacing it with the following:

“E. Reports. Beginning on November 15, 2004, until November 15, 2009, the Tenant shall deliver to the Executive Director of the Parks Department (or other City personnel as designated by the Executive Director of the Parks Department by prior written notice to the Tenant) an annual report describing the programs and services provided during the preceding fiscal year of the Tenant, the total number of youth served at the Leased Premises and the cost and expense of the Tenant's obligations to maintain and operate the Leased Premises. After November 15, 2009, the annual report will be delivered to the Executive Director of the Parks Department by no later than March 31.”

3. A copy of Exhibit F is attached to this Amendatory Lease and by this reference is incorporated into the Existing Lease as if originally attached thereto.

4. A new subsection numbered 1.3, entitled **“Modifications to Exhibits”**, is added to the Lease reading as follows:

“1.3 Modifications to Exhibits. The Parties may modify an exhibit attached to the Lease; provided, however, that no modification to an exhibit shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires payment, whether direct or contingent, by the City. The Parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing this City Contract Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the Parties, approved as to form by the City Attorney's office, and filed with the City Clerk. All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect. Any modification to an exhibit agreed to by the Parties that requires payment by the City, whether direct or contingent, shall be evidenced by a written Amendatory Lease and Agreement prepared and executed by both Parties in the same manner as this Lease.

5. Section 11.14 of the Lease, entitled **“Nondiscrimination”**, is amended by deleting and replacing it with the following:

“11.14 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Lease, the Tenant may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Tenant shall insert the foregoing provision in all subcontracts.”

6. Section 11.20 of the Lease, entitled **“Insurance”**, is amended by deleting and replacing it with the following:

“11.20 INSURANCE:

A. General Conditions: Tenant agrees to secure, at or before the time of execution of this Lease, the following insurance covering all operations, goods or services provided pursuant to this Lease. Tenant shall keep the required insurance coverage in force at all times during the term of the Lease, or any extension thereof, and during any applicable warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Lease. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Tenant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Tenant. Tenant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Lease are the minimum requirements, and these requirements do not lessen or limit the liability of the Tenant. The Tenant may maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Lease.

B. Proof of Insurance: Tenant shall provide a copy of this Lease to its insurance agent or broker. Tenant may not commence services or work relating to the Lease prior to placement of coverages required under this Agreement. Tenant certifies that the certificate of insurance attached as *Exhibit B*, preferably an ACORD certificate, complies with all insurance requirements of this Lease. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Lease shall not act as a waiver of Tenant’s breach of this Lease or of any of the City’s rights or remedies under this Lease. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Tenant shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all property damage coverages required under this Lease, Tenant’s insurer shall waive subrogation rights against the City.

E. Workers' Compensation/Employer's Liability Insurance: Tenant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Tenant expressly represents to the City, as a material representation upon which the City is relying in entering into this Lease, that none of the Tenant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Lease, and that any such rejections previously effected, have been revoked as of the date Tenant executes this Lease.

F. Commercial General Liability: Tenant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

G. Business Automobile Liability: Tenant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Lease

H. Real Property Insurance: Tenant shall maintain insurance on the Property.

I. Additional Provisions:

(1) For Commercial General Liability, the policy must provide the following:

- (i) That this Lease is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) Tenant shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general

aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Tenant will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.”

7. Section 11.21 of the Lease, entitled “**Indemnity**”, is amended by deleting and replacing it with the following:

“11.21 INDEMNITY:

A. Lessee hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to this Lease Agreement, whether during the Lease Term or after, (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Lessee either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Lessee’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Lessee’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Lessee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Lease Agreement (or the lack thereof) shall in no way lessen or limit the liability of the Lessee under the terms of this indemnification obligation. The Lessee shall obtain, at its own expense, any insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.”

8. Except as amended herein, the Lease is affirmed and ratified in each and every particular.

9. **Electronic Signatures and Electronic Records:** Tenant consents to the use of electronic signatures by the City. This Amendatory Lease, and any subsequent amendment to the existing Lease or other document requiring a signature to the existing Lease or this Amendatory Lease, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in

electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Amendatory Lease in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

10. This Amendatory Lease is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

END

SIGNATURE PAGES AND EXHIBIT F FOLLOW THIS PAGE

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PARKS-RC3A009-01

Contractor Name: Boys & Girls Clubs of Metro Denver, Inc.

By: Kathy Luna

Name: Kathy Luna
(please print)

Title: Chief Operating Officer
(please print)

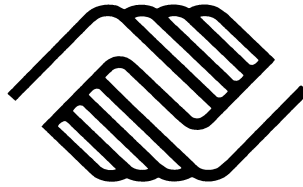
ATTEST: [if required]

By: Phil Bloise

Name: Phil Bloise
(please print)

Title: Chief Financial Officer
(please print)





BOYS & GIRLS CLUBS
OF METRO DENVER

Summary of Programs

Our Programs

Members participate in a variety of proven youth-development programs in the following key program areas:

1. **Character and Leadership Development:** empowers youth to support and influence their Club and community, sustain meaningful relationships with others, develop a positive self-image, participate in the democratic process and respect their own and others' cultural identities.
2. **Education and Career Development:** enables youth to become proficient in basic educational disciplines, apply learning to everyday situations and embrace technology to achieve success in a career.
3. **Health and Life Skills:** develops young people's capacity to engage in positive behaviors that nurture their own well-being, set personal goals and live successfully as self-sufficient adults.
4. **The Arts:** enables youth to develop their creativity and cultural awareness through knowledge and appreciation of the visual arts, crafts, performing arts and creative writing.
5. **Sports, Fitness and Recreation:** develops fitness, positive use of leisure time, skills for stress management, appreciation for the environment and social skills.
6. **Technology:** provides youth with access to technology, develops members' technical skills, promotes workforce readiness by increasing career options for youth, and supports members' academic performance.

These core program areas fall into five physical departments at our Clubs: the Learning Center, Gym, Technology Lab, Cultural Arts Room and Social Recreation Area. Youth Development Professionals, with assistance from workstudy students, volunteers, and interns, run programs from the six core program areas. What follows is a brief summary of each program within the six core areas.

Character and Leadership Development

- Leadership Groups:
 - *Keystone Clubs* – Keystoning is the Boys & Girls Club Movement's most dynamic teen program. Keystone Clubs are chartered small-group leadership and service clubs for boys and girls ages 14-18. Keystoners elect officers and plan and implement their own activities in six areas: service to Club and community, leadership development, education and career exploration, unity, free enterprise and social recreation. Keystone Club members and their advisors are eligible for nomination to steering committees which organize state, regional and national TEENSUPREME Keystone Conferences attended by thousands of Keystoners each year. TEENSUPREME Keystone Club Awards are bestowed annually on Keystone Clubs that undertake programs and activities that best promote the principles of Keystoning. Each year, Keystoners select a National TEENSUPREME Keystone Project for local Keystone Clubs to

complete. The combined action of hundreds of local Keystone Clubs results in a service project with a national scope.

- *Torch Clubs* – Chartered small-group leadership and service clubs for boys and girls ages 11-13 focusing on character development. A Torch Club is a powerful vehicle through which Club staff can help meet the special needs of younger adolescents at a critical stage in their development. Torch Club members learn to elect officers and work together to plan and implement activities in four areas: service to Club and community, education, health and fitness and social recreation. Torch Club Awards are presented annually to Torch Clubs with outstanding programs and activities in the four areas. Each year, Torch Club members from all over the country take part in a service-learning experience through the National Torch Club Project.
- *Youth of the Year (YOY)* – A recognition and awards program that acknowledges outstanding members in the Clubs. The YOY program helps youth to develop their leadership and communication skills through an extensive application and interview process that is held during the annual competition. Junior (10-13 years old) and Senior (14-18 years old) Youths of the Month can compete at a Club and City level. Senior winners can advance to the state, regional, and national competition.
- *Youth Empowering Youth* - Youth Empowering Youth (YEY) is a program in which Club teens are trained to lead programs for other youth in the Clubs. YEY is made up of several programs and partnerships that include peer leader positions, including Youth For Unity (YFU), Smart-Girl, and SMART Moves. In 2006, we partnered with Smart-Girl to develop a new Youth Leadership Training for all teen peer leaders. The 20-hour training included information on positive youth development, group process, facilitation skills, skills for working with diverse groups, and stages of child development.
- *Youth for Unity* – To help educate young people across the country about the importance of tolerance and diversity, Boys & Girls Clubs of America has joined forces with The Allstate Foundation to develop “Youth for Unity,” a diversity education program designed to combat prejudice and intolerance. Youth for Unity is a program that promotes and celebrates diversity in an effort to prevent prejudice, bigotry and discrimination. Youth for Unity is the umbrella title for a comprehensive set of programmatic interventions that will allow Clubs to help members appreciate and understand our society’s diversity, recognize unfairness and take personal leadership in confronting bias.

Education and Career Development

- *Project Learn* – this comprehensive program strategy reinforces and enhances the skills and knowledge young people learn at school during the hours they spend at the Club. Project Learn is based on Dr. Reginald Clark’s research showing that students do much better in school when they spend their non-school hours engaged in fun, but academically beneficial, activities. Through Project Learn, Club staff use all the areas and programs in the Club to create opportunities for these *high-yield learning activities*, which include leisure reading, writing activities, discussions with knowledgeable adults, helping others, homework help and tutoring and games like Scrabble that develop young people’s cognitive skills. Project Learn also emphasizes parent involvement and

collaboration between Club and school professionals as critical factors in creating the best after-school learning environment for Club members ages 6-18.

- *Power Hour: Making Minutes Count* – a daily program designed to help Club members be more successful in school by providing homework help and tutoring and encouraging members to become self-directed learners.
- *Accelerated Reader*- a year-round reading program, sponsored by Carmel Hill Foundation. Teachers are hired to work in the Clubs to run a reading program utilizing the Renaissance Learning web-based software. Youth read books, take short quizzes to verify they read and understood the books, and receive incentives for participation.
- College/Career Prep Programs:
 - *Junior Staff Career Development* – a program designed to guide youth, ages 14-18, toward careers in youth development or human services by nurturing their leadership skills and providing guided, practical experiences. While working at the Clubs, youth learn valuable job skills for future careers while they run the front desk, supervise the gameroom, and maintain the membership tracking system.
 - *Career Launch* – A career exploration and mentoring program for Club teens ages 13-18. This multi-media program, sponsored by the GAP Foundation. Through a reference guide, ten tips, and a comprehensive website, this program guides young people in the process of making sound educational decisions, exploring a variety of careers and preparing for the world of work.
- *Money Matters: Make It Count* – Money Matters, sponsored by the Charles Schwab Foundation, promotes financial responsibility and independence among Club members ages 13-18 by building their basic money management skills. Participants learn how to manage a checking account, budget, save and invest. They also learn about starting small businesses and paying for college. Money Matters features three components:
 1. The **Teen Personal Finance Guide** is a fun, attractive booklet containing practical tips and activities to help teens learn the important skills of balancing a checkbook, creating a budget and saving and investing for college and retirement.
 2. The **Facilitator's Guide** provides Club staff and volunteers with basic financial information and instructions for easy-to-implement small-group activities.
 3. The **Money Matters Web site**, <http://moneymatters.bgca.net>, offers teens an engaging online tool for building their money management knowledge and skills through interactive activities, games and tools like a savings and financial aid calculator to plan for college.
- Special Events and Miscellaneous Programs - *Statewide Education Day* (Geography, Spelling, Math, Science & Trivia contests), variety of educational games, etc.

Health and Life Skills

- SMART Moves Program - This nationally acclaimed comprehensive prevention program helps young people resist alcohol, tobacco and other drug use, as well as premature sexual activity. The program features engaging, interactive small group activities designed to increase participants' peer support, enhance their life skills, build their resiliency and strengthen their leadership skills. The program's components include:
 - *SMART Kids*, for children ages 6-9

- *Start SMART*, for youth ages 10-13
- *Stay SMART*, for youth ages 14-15
- Health Outreach and Enrollment pilot program (Johnson and Owen): A grant from the Colorado Trust will play an integral role in supporting BGCMD in improving children's access to health care in 2009-2011. The goals of the program follow:
 - Outreach to 2,500 club members during the grant period to determine health insurance status and eligibility
 - Application and enrollment assistance to uninsured, eligible club members during the grant period
 - 250 club members will be screened by medical professionals during the grant period to determine current health needs
 - 12 health-related community partnerships will be established during the grant period
 - 720 hours of health education programming will be offered to Club members
- *Growing Up Smart* – Through a partnership with Planned Parenthood, we offer this positive youth development program that promotes good decision making and overall pregnancy prevention skill building to youth age 10-18. It is taught by Planned Parenthood professional staff, on a weekly basis in gender and age specific groups at the Clubs. The program is designed to address the whole youth by addressing non-sexual issues of adolescent life by:
 - Enabling young people to make healthy life choices
 - Supporting their passage into positive adulthood
 - Assisting youth in developing healthy interpersonal relationships
- Gender Specific Programs
 - *Smart-Girl, Inc.* – A 60-hour, activity-based program for girls, 11-13 years old. *Smart-Girl* supports and inspires middle school girls to make smart choices and become confident, capable and self-reliant women. In addition, teen members and Club alumni, who are now in college, are trained as guides for the program. Each group is supported and supervised by an adult Youth Development Specialist from BGCMD, as well as, a trained coach from *Smart-Girls*. The guides and adult coaches are carefully screened, then intensely trained in group processes, developmental issues, cultural sensitivity, and the challenges facing adolescent girls.
 - *Passport to Manhood* – This program promotes and teaches responsibility and reinforces positive behavior in male Club members ages 11-14. Passport to Manhood consists of 14 small-group sessions, each of which concentrates on a specific aspect of manhood through highly interactive activities. Each participant is issued his own "Passport" to underscore the notion that he is on a personal journey of maturation and personal growth.

The Arts

We offer a wide variety of programs within this department in four areas: (1) Fine Arts, (2) Creative Writing, (3) Performing Arts, and (4) Crafts. The ways in which these programs are carried out vary depending on the expertise of the Cultural Arts Specialist and the volunteers available at that Club.

The following activities are consistent across all Clubs:

- *B&GCA National Fine Arts Exhibit Program* -- This year-round program encourages artistic expression among Club members ages 6-18 through drawing, painting, printmaking, collage,

mixed media and sculpture displayed at local and regional exhibits. A panel of distinguished judges selects works for inclusion in the National Fine Arts Exhibit, which debuts at B&GCA's annual National Conference and is displayed throughout the ensuing year at other B&GCA events.

- *B&GCA National Photography Contest* – This year-round program and annual contest, both sponsored by Circuit City Foundation, encourage girls and boys ages 6-18 to learn and practice black and white, color and digital process photography. The ImageMakers National Photography Contest provides local, regional and national recognition.
- *Haunted House* – Cultural Arts Staff and Keystone members create a maze through the art room, the halls, locker rooms, and the gym. Teen members act in the Haunted House and serve as tour guides for the younger members.
- *Pinewood Derby* – Youth design and assemble pinewood cars. Cars are judged on design and speed.
- *Easter Hat Parade* – Youth create extravagant hats from basic materials. Winners are selected in three age groups based on creativity, use of materials, and festivity.
- *Youth of the Year Variety Show* – Youth from all Clubs have the opportunity to perform at the annual Youth of the Year dinner. Selected members practice in their Clubs and as a large group for weeks prior to the event and perform at a dress rehearsal/dinner for their family and friends.
- *International Day* – Members from each Club create story boards with information on selected countries. Members who complete boards are then eligible to attend the International Day celebration, at which youth eat a multi-ethnic meal, participate in workshops with professional artists and performers, and complete a world facts scavenger hunt based on story boards, which are displayed at the event.
- Diversity/Multicultural Crafts
- Coloring Contests
- Club *Youth of the Year* Decorations and Thanksgiving centerpieces.
- Cooking Classes
- Dance Program (currently offered at Broncos, Cope, Owen and Boettcher Branches)

Sports, Fitness and Recreation

- *Triple Play* -- Through the Triple Play experience, local Boys & Girls Clubs will challenge members to become healthy and active by learning new ways to manage stress, maintain healthy fitness levels and form positive relationships with peers. Triple Play program components will increase young people's understanding of what constitutes a healthy lifestyle, improve their physical fitness through enhanced daily, physical activities and competitive sports leagues and build their pro-social skills and character. The Triple Play comprehensive strategy addresses the minds, bodies and souls of Club members:
 - **MIND: Healthy Habits** will be a Club-wide approach incorporating healthy living and active learning in every part of the Club experience, from the gym to the learning center to the arts and crafts room. The central themes of eating right, the importance of regular health care and improving the overall well-being of members will be emphasized.
 - **BODY: Youth Sports Initiatives** will include programs that develop fitness, positive use of leisure time and skills for stress management through individual, small- and large-group opportunities for Club members. Members will be able to choose from a variety of activities such as daily fitness challenges, sports clubs and sports leadership camps.

- **SOUL: Social Recreation** is the heart and soul of a Boys & Girls Club and defines the Club experience. By participating in this comprehensive social recreation program, Club youth will be able to develop and sustain positive relationships with others, acquire a healthy self-concept and a strong belief in their self-worth, have a sense of belonging in a Club community, recognize and appropriately express their emotions and cope well with positive and adverse situations.
- Organized Sports Leagues -- Each Club participates in a year-round inter-Club and intramural sports leagues including the following:
 - *Football*: Each club offers 3 football teams (ages 7-8, 9-11, and 12-13) for boys and girls, sponsored by the Denver Broncos. Teams compete in inter-Club games and the older teams participated in city-wide championships. All players are recognized for their contribution to their team and receive trophies at the end of the season football banquets.
 - *Indoor Soccer*: Each Club offers female leagues for two age groups (10-13 year olds and 14-18 year olds). Teams compete in inter-Club games and in city-wide championships. This program is offered each fall for a 7-week season.
 - *Basketball*: Each Club offers leagues for all age groups (6-8 coed, 9-11 boys, 9-11 girls, 12-13 boys, 12-13 girls, 14-15 boys, 14-18 girls, 16-18 boys). The Owen branch hosts five of the six state basketball tournaments each year. The program is offered in the winter for a 10-week season.
 - *Outdoor Soccer*: Each Club offers leagues for boys and girls in three age groups (6-9 coed, 10-13 boys, 10-13 girls, and 14-18 coed). The program is offered in the spring for a 7-week season.
 - *Teen Girls Volleyball*: Each Club offers female leagues for 14-18 year olds. Teams compete in inter-Club games and in city-wide championships. This program is offered in the spring for a 7-week season.
 - *Baseball/Softball/T-ball*: The Colorado Rockies provides funding for our baseball/softball/t-ball program. In addition, the Rockies have built a baseball field at the Owen branch and provide funding each year for a part-time Rockies coach at each Club.
- *Play60* - Play60 is the NFL's initiative to encourage youth to engage in physical activity 60 minutes each day. Locally, the Denver Broncos partners with the American Heart Association, Mile High United Way (MHUW) and Boys & Girls Clubs of Metro Denver to offer this program to Club members. The 9-week Play60 fitness program is offered daily at the Club, includes several special incentives for participants, and is offered every fall.
- *Sports Clinics* -- Members from each Club participates in 2 golf clinics in the summer, Broncos Jr. Training Camp football clinics in the fall, Nuggets basketball clinics in the winter, and other sports clinics as they are made available.
- *Girls-Only Time* – In addition to organized sports leagues, girls-only fitness activities are offered at each Club a minimum of once each week. The program will culminate with a FSN Girls In Sports event with college athletes leading activities on a variety of sports skills, nutrition, and general fitness.

In addition, we offer cheerleading, Youth Sports Leadership Groups (youth who create and implement programs to increase activity in their peers) and some unique athletic competitions and opportunities, such as the Optimist Tri-Star Competition and sports clinics through out the year. We also have a variety of low organized sports and games that are run in the gymnasium.

Each of our Clubs is equipped with a full gameroom with pool tables, Ping-Pong, foosball and air hockey. Gameroom tournaments are run on a daily basis and members have the opportunity to compete in the statewide annual gameroom tournaments.

In addition, each Club hosts a variety of dances, special events and holiday activities throughout the year, all of which are part of the Social Recreation Department.

Technology

Each of our Clubs is equipped with a Technology Center, complete with Internet accessible computers and photography, video, and LCD equipment. BGCMD's technology program is designed to support multiple learning styles, through a combination of self-directed learning, group instruction, and individual teaching. The primary goals of BGCMD's technology program are to (1) provide youth with access to technology, (2) develop members' technical skills, (3) promote workforce readiness by increasing career options for youth, and (4) support members' academic performance. The secondary goals and objectives are to (1) nurture youths' creativity through multi-media, writing and art, (2) enhance overall Club programs through total infusion of technology, and (3) encourage responsible usage of technology for youth (e.g., safe Internet use).

The following programs are offered in the Technology Labs:

- *NetSmartz*: NetSmartz is a comprehensive Internet safety program produced in conjunction with the National Center for Missing & Exploited Children, with three, age-appropriate modules: Clicky's Web World for 6- to 7-year-olds, NetSmartz Rules for 8- to 12-year-olds and I-360 for 13- to 18-year-olds. The program uses computer-based tutorials with state-of-the-art animation, games for younger participants and interactive quizzes for teens. Lessons learned through the multimedia material are reinforced through interaction with and guidance from Club professionals. Members learn how to safely communicate, play games, conduct research and, for older members, make purchases online. In a study by an independent evaluator, members showed a marked increase in overall Internet safety knowledge after completing NetSmartz. Most participants also reported that what they learned changed the way they thought about and behaved on the Internet.
- Science Programs:
 - *ClubZOOM Science and Engineering*— based on PBS's popular television show ZOOM, this program provides hands-on activities to teach basic science to youth, ages 6-12.
 - *PBS Fetch* – The PBS series focuses on real world science, featuring kids as they pursue questions, conduct experiments, and actively investigate the world around them. The easy-to-use guides offer step-by-step instructions and explain science in everyday terms that kids can understand.
 - *After School Science Quest*: BGCMD works with the Denver Museum of Nature and Science to offer the Afterschool Science Quest program at all Clubs. This program includes weekly hands-on science experiences within six different modules including zoology, astronomy, geology, health sciences, paleontology, and anthropology. All classes incorporate Colorado Science Standard

- *Microsoft Office Suite:* Each Club is equipped with a minimum of 20 computers with the complete Microsoft Office XP suite, along with other productivity and educational software. Members participate in weekly activities that build knowledge and skills in the Microsoft office suite, including Word, Power Point, Excel, and Publisher.
- *Design Tech:* Through interactive digital courseware and group and individual activities, members learn artistic concepts and technology skills to create professional-quality print materials and animation. Participants develop logos, posters, animation and more.
- *Music Tech:* Through interactive digital courseware and group and individual activities, members explore a variety of digital music software applications and basic music theory. They learn to write sheet music, mix musical loops, and compose and record original songs.
- *Web Tech:* Through interactive digital courseware and group and individual activities, members create simple, one-page Web sites. Then they advance to building more robust sites with page links, graphics, text and sound, learning important design lessons along the way.
- *Photo Tech:* Members take digital photos, exploring the effects of distance and angle and learning about photo composition. Then, through interactive courseware and group and individual activities, members learn about digital photo manipulation, from basic editing tasks, such as cropping and adjusting color and light, to advanced projects using image filters and layering.
- *Movie Tech:* Detailed instructor materials on a CD-ROM show Club staff how to walk members through the hands-on processes of screenplay writing, filming and editing digital movies.
- *Skill Tech II:* Basic software, hardware and networking skills
- *National Digital Arts Festival:* The Club Tech National Digital Arts Festivals, sponsored by Microsoft and supported by software and equipment donations from Best Buy Children's Foundation, celebrate Club members' creativity and technological ability in five areas: music making, photo illustration, movie making, clay animation and graphic design. All Digital Arts Festival events take place at three levels: local, regional and national.
- *TechSperts:* Through this program, members earn the privilege of working as teaching assistants in the technology centers. To become a TechSpert I, members must complete 10 Technology projects. TechSperts can move up levels (from I to II to III to TechMaster to Dr. Tech) by completing 10 more, increasingly-challenging, projects per level. Active Techsperts are recognized at an annual city dinner which honors the members' contributions to the technology department with t-shirts and a drawing for prizes.
- *Girls in Technology:* A minimum of one hour each week is set aside for girls-only programming in the technology labs. Projects vary each week based on the needs and interests of the girls involved.
- *Keyboarding*
- *Special Events*
 - *Battle of the Bots:* Using Lego Mindstorm kits, youth create and program their own robots at the Club level. A competition is held each summer, in which youth try to crush each others robots in the ring.
 - *Techzilla Monster Extravaganza:* Members compete in teams in five areas of technology, including Power Point presentation, typing, photo manipulation, a digital photography scavenger hunt, and general technology jeopardy.

Special Initiatives

We have a variety of partnerships with different agencies in the community to enhance the learning opportunities for Club members. Some examples include:

- *Kids Café*: in partnership with the Food Bank of the Rockies, hot nutritious meals are served every evening in the school year and daytime in the summer to members at no additional cost.
- *Gates Camp*: An 80-acre residential camp in Ward, CO provides additional opportunity for members to explore outdoor recreation. For just \$10, youth members can attend a 5-day summer camp, at which they hike, fish, canoe, and go horseback riding

A complete list of partnerships is available upon request.

Evaluation

BGCMD staff members depend on a variety of evaluation tools to assure that the programs and services we deliver are effective. All of our Clubs utilize the KidTrax membership tracking system. This system allows BGCMD to collect membership demographics related to gender, ethnicity, and household income as well as track participation in the Clubs. We also utilize an online overall Club impact survey as well as pre/posttest for specific programs. The evaluation results are then used internally to make necessary adjustments to the programs, in reports to the Board of Directors and community, and in reports to our funders.