

**City of Fayetteville Staff Review Form**

**2020-0901**

**Legistar File ID**

**12/1/2020**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Connie Edmonston

10/14/2020

PARKS & RECREATION (520)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Approval of an ordinance waiving the requirement of formal competitive bidding and approving a contract between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$225,000 to provide public recreation services for the youth and citizens of Fayetteville in 2021. This is contingent on approval of the 2021 annual city budget and work program.

**Budget Impact:**

1010.090.6600.5718.00		General	
Account Number		Fund	
40901-4002		Fayetteville Boys & Girls Club	
Project Number		Project Title	
<b>Budgeted Item?</b>	Yes	Current Budget	\$ 225,000.00
		Funds Obligated	\$ -
		Current Balance	<b>\$ 225,000.00</b>
<b>Does item have a cost?</b>	Yes	Item Cost	\$ 225,000.00
<b>Budget Adjustment Attached?</b>	No	Budget Adjustment	
		Remaining Budget	

V20180321

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** 6267

**Change Order Number:** \_\_\_\_\_

**Approval Date:** 12-3-2019

**Original Contract Number:** \_\_\_\_\_

**Comments:** Pending on City Council approval of the 2020 Proposed Budget.



**MEETING OF DECEMBER 1, 2020**

**TO:** Mayor and City Council  
**THRU:** Susan Norton, Chief of Staff  
**FROM:** Connie Edmonston, Parks & Recreation Director  
**DATE:** October 14, 2020, 2019

**SUBJECT:** Approval of an ordinance waiving the requirements of formal competitive bidding and approval of a contract between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$225,000 to provide public recreation services for the youth and citizens of Fayetteville for 2021. This is contingent on approval of the 2021 annual city budget and work program.

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**RECOMMENDATION:**

Approval of an ordinance waiving the requirements of formal competitive bidding and approval of a contract between the City of Fayetteville and the Fayetteville Youth Center, Inc. in the amount of \$225,000 to provide public recreation services for the youth and citizens of Fayetteville for 2021. This is contingent on approval of the 2021 annual city budget and work program.

**BACKGROUND:**

The 2021 budget includes a total of \$225,000 to be transferred to the Fayetteville Youth Center, Inc. from the General Fund. A resolution of contractual services, as well as an ordinance to waive competitive bidding is required. The contract outlines the services the Fayetteville Youth Center is providing to the City and the citizens of Fayetteville. Please note the Fayetteville Youth Center refers to the operations of the Fayetteville Boys and Girls Club throughout this contractual agreement. A waiver of competitive bids is being requested to secure the continuity of services provided and because the Fayetteville Youth Center has effectively served our citizens for the past 53 years.

**DISCUSSION:**

The City of Fayetteville has provided financial support for the Fayetteville Youth Center since 1967. The Boys and Girls Club Executive Director and Fayetteville Parks Director meet annually to evaluate operations to determine if the needs of the citizens of Fayetteville are being met in the most efficient possible manner. The attached "Working Agreement" helps avoid duplication or competition of programs between the two organizations. It is the intent of both agencies to work together for the common good of the citizens by not providing public funding for multiple competing program offerings. If the Boys and Girls Club was not providing recreational services for our youth and citizens, the City of Fayetteville would need to assume the responsibility.

The agreement for 2021 is similar to the 2020 agreement with a few updates of programs and performance measures. The Boys and Girls Club assists in providing transportation for children at the YRCC for the Summer Fun for Kids Program and for various after school programs. In addition, the Club provides bus transportation at least three times a year for participants in running and biking events offered by the Parks and Recreation Department. Both the City and the Boys and Girls Club allow summer program participants to utilize the indoor pool at the Club and outdoor pool at Wilson Park at no cost. The Fayetteville Boys and Girls Club building is designated as an emergency shelter for the City of Fayetteville due to the location and facility available to house citizens. The City appreciates the exceptional service and partnership with the Fayetteville Boys and Girls Club throughout the years to better serve our citizens.

**BUDGET/STAFF IMPACT:**

The 2021 budget includes a total of \$225,000 for this request. Funding is the same as provided since 2016. This request is contingent upon City Council approval of the 2021 proposed budget.

**Attachments:**

Signed Contract

## CONTRACT

*Between The City of Fayetteville  
And  
Fayetteville Youth Center, Inc.*

**WHEREAS**, the City of Fayetteville has long been associated with and worked with the Fayetteville Youth Center, Inc. to provide public recreation to the citizens of Fayetteville; and

**WHEREAS**, the Fayetteville Youth Center, Inc. has long provided public recreation to the youth and citizens of Fayetteville; and

**WHEREAS**, it remains in the best interest of the City of Fayetteville and its citizens to provide operating revenues to the Fayetteville Youth Center, Inc. in consideration for the substantial recreational programs provided by the Fayetteville Youth Center, Inc. to the youth and citizens of Fayetteville.

**NOW, THEREFORE, IT IS AGREED:**

The City of Fayetteville shall provide the sum of \$18,750 monthly (\$225,000 annually) to the Fayetteville Youth Center, Inc. throughout the year of 2021 in consideration of the following duties and obligations to be performed by the Fayetteville Youth Center, Inc.:

- A. The Fayetteville Youth Center, Inc. shall be jointly responsible with the Fayetteville School System to provide staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium, Holcomb Gymnasium, Vandergriff Gymnasium and the main facility of the Boys and Girls Club on Ruppel Road. The Fayetteville Youth Center, Inc. agrees to use funding from the City to pay for gymnasium supervisors and custodians at these sites.
- B. The Fayetteville Youth Center, Inc. shall make a substantial portion of its programs or facilities available to Fayetteville citizens (the public) at little or no cost for underserved youth. Although basic membership fees may be required for many Fayetteville residents, disadvantaged youth wishing to participate at the Fayetteville Youth Center, Inc. facility shall not be denied access solely because they do not have sufficient funds to pay for a regular membership. The Fayetteville Youth Center, Inc. shall report on a quarterly basis the approximate number of Fayetteville Citizens served by its programs and shall include the number of "scholarships" or free memberships provided to Fayetteville citizens.
- C. The Fayetteville Youth Center, Inc. shall provide their facility as an emergency shelter when deemed necessary by the City of Fayetteville.
- D. The Fayetteville Youth Center, Inc. shall continue to follow the general Working Procedures and Responsibilities for the City of Fayetteville Parks

and Recreation Division and The Fayetteville Youth Center, Inc. which is attached as Exhibit A, and made a part hereof.

CITY OF FAYETTEVILLE

BY: \_\_\_\_\_  
LIONELD JORDAN, Mayor

FAYETTEVILLE YOUTH CENTER, INC.

BY: Alan Rust  
Board President  
Title

ATTEST:

BY: \_\_\_\_\_  
Kara Paxton, City Clerk/Treasurer

**EXHIBIT A**

**RECREATION IN FAYETTEVILLE**

**WORKING PROCEDURES AND RESPONSIBILITIES FOR THE CITY OF  
FAYETTEVILLE PARKS AND RECREATION DIVISION AND THE  
FAYETTEVILLE YOUTH CENTER, INC.**

This agreement is made and entered into between the City of Fayetteville Parks and Recreation Department (Parks and Recreation) and the Fayetteville Youth Center, Inc., d/b/a Donald W. Reynolds Boys & Girls Club (hereinafter FYC).

WHEREAS, the parties are two of the providers of recreational programs for the citizens of Fayetteville and wish to define a working agreement which may be revised and modified each year upon mutual agreement between the Director of Parks and Recreation and the Executive Director of the FYC; and,

WHEREAS, it is the goal of both parties to work in cooperation to enhance the recreation facilities and programs offered by the parties and to act together in meeting the needs of the citizens of Fayetteville; and,

WHEREAS, the FYC facility located on Ruppel Road has been designated as an emergency shelter for the City of Fayetteville due to the location and facility available to house citizens; and

WHEREAS, increased communication and a new set of operating procedures will assist with the working relationship and will benefit both agencies and their operations; and,

WHEREAS, Parks and Recreation believes the goals of Parks and Recreation and FYC would best be accomplished by defining and streamlining responsibilities and procedures; and, is therefore recommending the merging of facility and program management for all recreation offerings, thereby providing administrative accountability for all services provided to the citizens.

NOW, THEREFORE, to define and improve the current working relationship between Parks and Recreation and FYC, the following set of detailed operating procedures and responsibilities are hereby established.

1. FYC shall be responsible for working with the Fayetteville School System to provide staffing, programming, maintenance, promotion and development for the following facilities: Asbell Gymnasium (no lease expiration date), Holcomb and Vandergriff Gymnasium (lease expires August 20, 2029) and the Boys and Girls Club. FYC will be responsible for the hiring, evaluating, and supervising of gymnasium supervisors at Holcomb, Asbell, and Vandergriff Gymnasiums during the basketball seasons, after school programs and summer day camp programs.

2. Parks and Recreation shall be responsible for providing or approving the staffing, programming, maintenance, promotion and development for the city parks, including the following facilities which are utilized for sport programming; Lake Fayetteville Softball Complex, Gary Hampton Softball Complex, Walker Baseball/Soccer Complex, White River Baseball Complex, Wilson Park Softball Field, Yvonne Richardson Community Center and Kessler Mountain Regional Park. Parks and Recreation shall be responsible for outdoor facilities owned or leased by the City of Fayetteville, excluding the property leased to FYC pursuant to written agreements.

3. FYC shall be responsible for providing or approving the management, staffing, promotion, and development of the following programs and activities. FYC shall coordinate with the Fayetteville School System for use of their facilities. FYC shall be responsible for the majority of sports and activities held at indoor recreation facilities, including but not limited to the following:

- Basketball
- Camps
- Cheerleading
- Dance
- Fishing Rodeo
- Flag Football (Youth)
- Youth Golf & Disc Golf
- Gymnastics
- Martial Arts
- Table Tennis
- School Kids Connection
- FYC shall not compete/duplicate with those services listed in paragraph 4, unless agreed upon by the FYC Executive Director and the Parks and Recreation Director.
- Swim Programs
- Youth Volleyball
- Tackle Football
- Track
- Special Events
- Summer/School Break Programs
- Educational Programs
- Arts and Crafts
- Indoor Pickleball

4. Parks and Recreation shall be responsible for providing or approving the management, staffing, promotion, and development of the following programs and activities. Parks and Recreation shall be responsible for the majority of sports and activities held at outdoor recreation facilities, including but not limited to the following:

- Baseball
- Kickball
- Softball
- Flag Football (Adult)
- Special Interest Groups
- Sand Volleyball (Adult)
- Soccer
- Special Events
- Swim Programs
- Tennis Youth Activity Camps
- Ultimate Frisbee
- In & Outdoor Pickleball
- Disc Golf
- YRCC Activities such as arts & crafts, educational programs, summer/school programs, wrestling, Adult Volleyball & other recreation programs.

5. FYC agrees not to establish a program that competes/duplicates with an established program provided by Parks and Recreation. Moreover, FYC agrees to provide Parks and Recreation with information relating to any of its programs including rosters of players and coaches, rules of the league, and similar relevant data upon request by Parks and Recreation. It is the intent of both parties to work together for the common good of the citizens of Fayetteville by not providing public funding for duplicate program offerings. It is understood that FYC and Parks and Recreation both currently provide swim lessons, aquatic programs, and summer/school break programs, and that both parties agree to work together for the common good of both parties.
6. In the event the FYC wishes to offer programs which fall in the general description of paragraph 5 above, which it does not believe competes with current Parks and Recreation program, FYC shall provide advance notice of intent to start the program to Parks and Recreation with time to determine whether it is a competing program or not. In the event that FYC offers a program that the Parks and Recreation believes is a duplicate program within the meaning of this document, Parks and Recreation Staff shall give FYC written notices of its assessment. FYC shall either cease operating such program within 30 days of such notice or shall provide a written response to Parks and Recreation that disputes whether such program is in fact a competing program. If FYC fails to cease such program or respond to the assessment from Parks and Recreation, the City may discontinue funding for FYC on the 31<sup>st</sup> day after such notice. If FYC files a dispute, the issue shall be resolved by City Council and finding of City Council shall be final and not subject to appeal. If FYC fails to cease operation of such a program within 30 days of a decision requiring such cessation by City Council, then the City may stop annual funding to FYC.
7. The FYC Executive Director and Parks and Recreation Director will work jointly in opening the FYC as an emergency shelter as deemed necessary by the Washington County Emergency Operations Center. The Club will utilize funds appropriated by the City of Fayetteville for operational costs as necessary for the emergency shelter.
8. The FYC Executive Director and Parks and Recreation Director shall have periodic meetings to ensure communication between the two entities.
9. It is understood and agreed that the City's annual purchase of services shall be negotiated on a yearly basis.
10. The FYC Board of Directors is responsible for the management and operation of the annual funding allocation to FYC from the City of Fayetteville and shall have the responsibility for prioritizing the use of such funds.
11. As part of the annual funding, FYC agrees to make its facilities available to residents of the City of Fayetteville for a nominal daily fee without the need to purchase a membership to the club.



12. FYC shall schedule a meeting and submit an annual financial report to the City of Fayetteville on or before October 1 of each year.
13. FYC shall comply with schedules and procedures established by the Budget and Research Division of the City of Fayetteville for annual funding requests.
14. FYC shall provide transportation for the Yvonne Richardson Community Center according to the standards set annually by the Fayetteville Youth Center Executive Director and the Parks and Recreation Director based upon program schedules, transportation available, transportation driver availability, and funding for the following activities which may include, but not be limited to:
  - A. In the event that the YRCC is not chosen again as a mobile food service site by Fayetteville Public Schools, FYC will provide bus transportation each day throughout the Summer Fun4Kids Program to the Fayetteville Public School free lunch program's designated school site. This should include transportation for up to 70 children from the YRCC to the Public School and back to the YRCC after lunch.
  - B. Throughout the Summer Fun4Kids Program provide bus transportation on pre-scheduled afternoons from the YRCC to FYC. Participants in the Summer Fun4Kids program will also have free admittance to the FYC facilities on pre-scheduled afternoons and transportation back to the YRCC at the conclusion of the program day.
  - C. Throughout the academic school year provide transportation on designated dates previously agreed upon by both parties as part of the YRCC after school program.
  - D. FYC will also provide transportation for YRCC patrons as deemed necessary by FYC Staff and the YRCC Director, provided that these arrangements have been done in a timely matter and are agreed upon by both parties prior to the requested date and time.
  - E. The transportation schedule outlined above is subject to change upon agreement by the Fayetteville Parks and Recreation Director and the Executive Director of the FYC.
15. FYC will provide the Yvonne Richardson Community Center facility access (i.e. climbing wall, swimming pool, gymnasium, etc.) at no cost during mutually agreed upon dates and times to accommodating the YRCC afterschool, Homeschool P.E., and/or camp programs. In return, Parks and Recreation will continue to provide access to the city outdoor pool at no cost to FYC summer camps at mutually agreed upon dates and times.
16. FYC will provide bus transportation to be used for shuttling purposes for participants in running or cycling special events offered by the Parks and Recreation Department at least three times a year provided that these arrangements have been done in a timely matter and agreed upon by both parties prior to the requested date and time.

17. Quarterly reports shall be submitted to the Parks and Recreation Director on the following dates: April 15, July 15, October 15, and January 15 (2022). These reports will detail the following performance measures:
- A. Provide a minimum of 30 open recreation hours per week at the FYC club facilities.
  - B. Provide a minimum of 10 youth instructional/educational programs.
  - C. Provide a minimum of three youth sports programs.
  - D. Provide a minimum of two free community-wide events at the FYC club facilities.
  - E. Provide marketing materials to Fayetteville school children for major sport programs.
  - F. Implement three customer service surveys for FYC programs.
  - G. Apply for 10 grants/major corporate sponsorships to provide additional funding to operate the FYC facilities and programs.
  - H. Include Parks and Recreation logo on organizational web site and acknowledge the City of Fayetteville on sponsor wall located in the FYC facilities on Ruppel Road.

The working procedures and responsibilities contained herein shall become effective January 1, 2021.

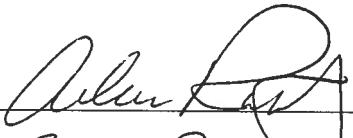
CITY OF FAYETTEVILLE

BY: \_\_\_\_\_  
LIONELD JORDAN, Mayor

Attest:

BY: \_\_\_\_\_  
Kara Paxton, City Clerk/Treasurer

FAYETTEVILLE YOUTH CENTER, INC.

BY:  \_\_\_\_\_  
Board President  
Title

Attest:

BY: \_\_\_\_\_

K:\General Contract Services\B & G Club\2021