

## REPORT TO CITY COUNCIL

**Approved by:**

*Arnoldo Rodriguez*

Parks & Community Services Director

*Arnoldo Rodriguez*

Arnoldo Rodriguez, City Manager

**Council Meeting of:** May 19, 2021

**Agenda Number:** B-4

**SUBJECT:**

Consultant Services Agreement with Madera Unified School District

**RECOMMENDATION:**

Adopt a Minute Order approving the Consultant Services Agreement with the Madera Unified School District (MUSD) for the Foster and Homeless/Families In Transition Enrichment Services Program not to exceed \$40,000

**SUMMARY:**

For several academic school years, the City has entered into Consultant Services Agreements with MUSD to provide After School Programs throughout the District. Beginning in 2017, the City also entered into an Agreement where it would provide enrichment activities for foster youth, as well as youth identified by MUSD as homeless or Families In Transition (FIT). For Summer 2021, MUSD has proposed a three-week program, which will run four days per week from June 14<sup>th</sup> to July 1<sup>st</sup>. The proposed program will be held at the John W. Wells Youth Center (Youth Center) and will be hosted by Parks Department staff. It will focus on science, technology, engineering, art, and math (STEAM) curriculum, as well as life skills workshops for up to 75 students.

**DISCUSSION:**

The City and MUSD have been partnering for a number of years with the goal of providing meaningful programs to youth during the critical out-of-school hours. The Foster Youth/FIT Programs were designed to serve MUSD's most vulnerable students. These programs provide students and families with a network of support. They also focus on truancy reduction and increased student learning. Studies show that youth who participate in organized out-of-school programming are more likely to attend and perform in the classroom.

MUSD will be organizing the outreach to the homeless and foster youth communities in order to obtain student participants for this three-week camp. All student enrollment is completed by MUSD staff. The Parks Department is responsible for the recruitment, hiring, and training of all program staff. This program will be held at the Youth Center for three weeks during end of June. Some of the activities staff has planned for this year include learning about the history of the Olympic Games and the various countries that participate in the events. Participants will compete in a variety of physically active and strategy-based events that include long jump, javelin, puzzle challenges, and more. Staff will host an Opening and Closing Olympic Ceremonies, and participants will participate in medal ceremonies at the end of each day. Camp favorite activities, such as making homemade ice cream and solar oven s'mores, will also be incorporated throughout the camp.

Due to COVID-19, specific protocols have been put in place to ensure the safety of both student participants and staff. These include:

- Daily symptom screenings
- Social distancing
- Use of face coverings
- Frequent disinfection

In accordance with guidance from the Centers for Disease Control and California Department of Public Health, staff prepared a policy document entitled Recreation Day Camp Reopening Guidelines and Protocol, provided as Attachment 2. Madera County Public Health Department officials have reviewed and approved these guidelines. In addition to the protocols, staff have also updated language in the Youth Recreation Pass Registration form, which includes the City's Release of Liability (Attachment 3). This form must be filled out by each participant's parent or guardian prior to participation. The updated release provides specific language regarding sickness or injury from transmissible infectious disease, such as COVID-19.

#### **FINANCIAL IMPACT:**

The total value of the Agreement is not to exceed \$40,000. The camp is billed on an hourly basis according to the number of staff members hired to run the camp. Staff and MUSD anticipate the maximum participation of 75 students. The City will recruit 12 Part-Time Program Leaders for approximately 16 hours of training and 12 eight-hour days to facilitate the three-week camp. Participants will be split into six cohorts; each cohort will be staffed with two Program Leaders. The two Program Leaders will facilitate the recreational camp activities and be responsible for sanitizing and ensuring full compliance with Health Department guidelines.

The fully burdened rate, as named in the Consultant Services Agreement, includes overhead for both supplies and full-time staff whose support make this program possible. As a result, the contract itself does provide some General Fund relief for the activities borne from this Agreement. Staff estimates this to be as much as \$5,400 for the three-week camp.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

The recommended actions support the following Vision Madera 2025 strategies:

- Action 305.4: Expand youth service club and promote community services provided.
- Strategy 332: Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.
- Strategy 404: Promote increased community wellness.
- Strategy 411: Enhance and expand recreational activities available to Maderans.

**ALTERNATIVES:**

1. Council may direct staff to defer resumption of youth programming to a later date.

**ATTACHMENTS:**

1. Consultant Services Agreement
2. Recreation Day Camp Reopening Guidelines & Protocol
3. Youth Recreation Pass Registration



# MADERA UNIFIED SCHOOL DISTRICT

## CONSULTANT SERVICES AGREEMENT

**This agreement is made and entered into this 19<sup>th</sup> day of May 2021, by and between Madera Unified School District (“District”) and The City of Madera (“Consultant”).**

1. Consultant agrees to provide the following specified services:

The City of Madera will assign staff to provide enrichment services focusing on STEAM programs and life skills workshops to identified Foster and Homeless/Families In Transition (FIT) Madera Unified School District students:

1. K-4 students during Summer at John W. Wells Youth Center

2. Term. The Consultant’s services described in Paragraph 1 shall commence on May 19, 2021 and shall end on July 1, 2021 unless earlier terminated pursuant to Paragraph 8.

3. Payment. District agrees to pay Consultant as follows: Not to exceed \$40,000 – Foster Youth / FIT Funds. District will pay the City of Madera a total of \$29.50 per hour. This rate is a fully-burdened rate that covers site staff, administrative costs, and materials. Unless directed otherwise in writing by District, City shall not provide services in excess of allocated cost per program as listed above. Additional services and/or supplies can be provided to District at an additional rate. Supplies shall be acquired at the City’s cost plus 15% in administrative costs and staffing at the agreed upon fully-burdened rate of \$29.50/hour.

4. Payroll Forms. Consultant agrees to complete the District’s consultant payroll form. Consultant agrees that failure to properly complete this form in a timely manner may result in nonpayment to consultant.

5. Independent Contractor Status. Consultant and any and all agents and employees of Consultant are agreed to be independent contractors in their performance under this Agreement and are not officers, employees, or agents of the District. Consultant shall retain the right to perform services for others during the term of this Agreement.

6. Indemnity.

General Liability. This section shall govern any liability incurred by one party through the fault of the other party.

District to Indemnify. The District shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the District, its officials, officers, employees, agents, and volunteers arising out of or in connection with the District’s performance of this Agreement, including without limitation the payment of reasonable attorney’s fees.

City to Indemnify. The City shall defend, indemnify, and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the City, its officials, officers, employees, agents, and volunteers arising out of or in connection with the City’s performance of this Agreement, including without limitation the payment of reasonable attorney’s fees.

7. Insurance. Consultant agrees to procure and maintain throughout the term of this Agreement a comprehensive general liability insurance policy to protect Consultant from damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from Consultant’s responsibilities under this Agreement, whether such acts or omissions be by Consultant or anyone directly or indirectly employed by Consultant. This insurance shall name the District as additional insured and shall be written for not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million (\$4,000,000) aggregated liability coverage and One Million Dollars (\$1,000,000) for automobile liability. A certificate of insurance shall be filed with the District and shall provide that no changes shall be made to such insurance without thirty (30) days prior written notice to the District.

8. Termination of Agreement. District and or Consultant may terminate this Agreement for any reason upon 30 days written notice. In the event of early termination, Consultant shall be paid for work performed to the date of termination. The District may then proceed with the work in any manner the district deems proper.

9. No Entitlement. Consultant agrees that it has no entitlement to any future contracts or work from District or to any employment or fringe benefits from the District.

10. Taxes. Payment to Consultant pursuant to this Agreement will be reported to federal and state taxing authorities as required on the IRS Form 1099. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions; and/or state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

11. Governing Law and Venue. This Agreement shall be governed by and construed only in accordance with the laws of the State of California. If any action is initiated involving the application or interpretation of this Agreement, venue shall only lie in the appropriate state court in Madera County or federal court in Fresno County, California.

12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant, the District and their respective successors and assignees.

13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Agreement.

14. Amendment. The terms of this Agreement shall not be amended in any manner whatsoever except by mutual written agreements signed by the parties.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, side agreements, representation or warranties, expressed or implied, not specified in this Agreement.

16. Licenses. Consultant represents that Consultant and all agents and employees of Consultant are licensed by the state of California, if applicable, to perform all the services required by this Agreement. Consultant will maintain all licenses in full force and effect during the term of this Agreement.

17. Compliance with Law. Consultant agrees to perform the services contemplated by this Agreement in a professional and a competent manner and in compliance with all local, state and federal laws, and regulations governing the service to be rendered pursuant to this Agreement.

18. Approvals. The parties agree that the effectiveness of the Agreement is contingent upon approval by the District's Board of Trustees and by the Madera City Council.

19. Equipment and Materials. Consultant shall provide all equipment, materials, and supplies necessary for the performance of this Agreement. This provision is negotiable as to the needs of specific children.

20. Non-discrimination. Consultant shall not engage in unlawful discrimination in the employment of persons because of race, color national origin, age, ancestry, religion, sex, marital status, medical condition, physical handicap, or other bias prohibited by state or federal law.

21. Copyright. Any product, whether in writing or maintained in any other form produced under this Agreement shall be the property of District. District shall have the right to secure a patent, trademark or copyright and the product or information may not be used in any manner without District's written permission.

22. In accordance with Education Code Section 39656, this contract is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.

Madera Unified School District:

Consultant:

by: Todd Lile (name)

Santos Garcia (name)

Superintendent, Madera Unified School District (title)

Mayor, City of Madera (title)

---

Signature

Date: \_\_\_\_\_

---

Signature

Date: \_\_\_\_\_

Federal ID# \_\_\_\_\_

## Recreation Day Camp Reopening Guidelines & Protocol

The City of Madera Parks & Community Services Department is working to put together a plan to provide a Day Camp program in compliance with current Madera County Department of Public Health guidelines. This Day Camp program is in partnership with Madera Unified School District (MUSD) Student Services Department, which provides programming opportunities for youth who live in Madera who are currently in foster care and/or homeless. The plan consists of the following:

**Staff:**

- a) Staff will be trained on protocols established by the Centers for Disease Control and Prevention (CDC) and the California Department of Public Health (CDPH) health experts which include:
  - Information on COVID-19, how to prevent it from spreading, and which underlying health conditions may make individuals more susceptible to contracting the virus.
  - Self-screening at home, including temperature and/or symptom checks using CDC/CDPH guidelines.
  - Staff will teach and reinforce avoiding contact with one's eyes, nose, and mouth, and covering coughs and sneezes among campers and staff.
  - The importance of not coming to work if employees have symptoms of COVID-19 as described by the CDC/CDPH.
  - All staff and campers who have recently had a close contact with a person with COVID-19 will be encouraged to stay home.
  - Seeking medical attention if their symptoms become severe.
  - The importance of frequent handwashing with soap and water, including scrubbing with soap for 20 seconds (or using hand sanitizer with at least 60% ethanol or 70% isopropanol when employees cannot get to a sink or handwashing station).
  - The importance of physical distancing.
  - The proper use of face coverings consistent with Cal/Osha standards that mandates that all camp staff should use cloth face coverings unless Cal/OSHA standards require respiratory protection.
  - COVID-19 prevention policies.
  - Recognizing the symptoms of COVID-19
- b) All employees must follow the requirements of the Madera County Public Health Department and the City of Madera regarding face coverings and other personal protective equipment.

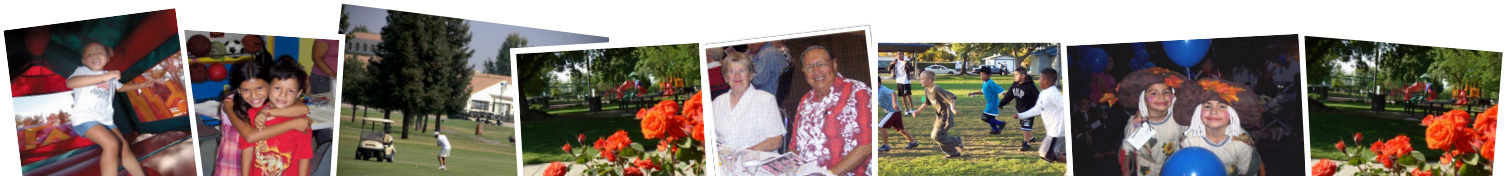


Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	<a href="http://www.madera-ca.gov">www.madera-ca.gov</a>

- c) Staff will receive training on the City’s COVID Prevention Policy (CPP) and will be expected to follow all CalOSHA requirements of the COVID Emergency Regulations.
- d) Staff will be screened, including a temperature check with a non-touch thermometer, at the beginning of their shift.
  - Staff that feel ill prior to shift will be expected to take temperature and call their supervisor immediately.
  - Staff will be expected to not report to work if they are ill or exhibiting symptoms of COVID-19.
- e) Staff will welcome and greet participants from a distance of six feet. There will be no physical touching permitted with any participant or fellow staff member, and all persons must maintain six-foot distancing.
- f) Staff will be reminded that all recognition involving physical contact such as hugs, high-fives, etc. are not allowed.
- g) A staff member will be designated to be responsible for responding to COVID-19 concerns. All camp staff and families will know who this staff person is and how to contact them.

**Participants/Campers:**

- a) Participants will be notified in advance regarding new protocols. Parents will receive notification from MUSD District Staff as well as a printed Parent Handbook that will cover the measures being taken to protect participants and staff so that they are familiar with the updated policies (e.g. the use of face coverings and physical distancing requirements) before arriving to camp.
- b) Participants will be registered for the camp by MUSD’s Student Services staff prior to the camp’s start date.
- c) All participants will be screened, including a temperature check with a digital non-touch thermometer prior to entering the Youth Center. Any staff member or participant with a fever higher than 100.4 degrees will be sent home, or referred to a health care facility
  - COVID-19 Screening Questions provided by the Madera County Department of Public Health
  - Participants that feel ill or exhibiting symptoms of COVID-19 prior to camp will be expected to stay home.
  - Participants that are suspected of exhibiting symptoms of COVID-19 will not be allowed inside the Youth Center.
- d) All participants must wear face coverings when entering and exiting the Youth Center and when they are less than six feet away from another person.



Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	<a href="http://www.madera-ca.gov">www.madera-ca.gov</a>



- e) Sanitation stations (handwashing and/or hand sanitizer) will be available throughout the facility to encourage proper hand hygiene throughout the day.
- f) Parents/Guardians will be notified of camper drop-off and pick-up times. Parents will be encouraged to:
  - Minimize the time they take saying goodbye to allow for the continual flow of traffic.
  - Say goodbye close to or inside their vehicles.
  - Maintain physical distance with other parents/guardians and campers.
  - Wear a face covering when exiting the vehicle.
  - Designate one parent/guardian to drop-off and pick-up campers every day.
- g) Participants will be greeted by staff from a distance of six feet. There will be no physical touching permitted (except for persons that are in the same family/house). Participants will need to maintain a distance of six feet from one another (unless they are from the same family/house).
- h) Participants will not be allowed to bring non-essential personal items from home. This includes but is not limited to electronics, toys, stuffed animals, blankets, etc. Essential items will be held in individually labeled storage containers and are required to be taken home daily.

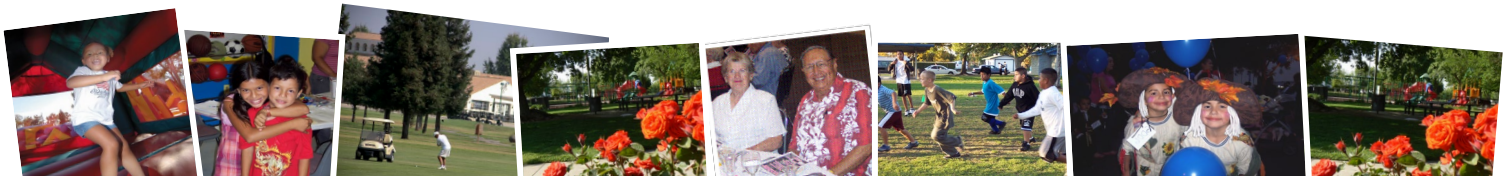
**Facility Modifications:**

- a) Proper signage will be displayed at the facility entrance and restrooms that includes:
  - COVID-19 Information
  - Handwashing
  - Cough Etiquette
  - Symptoms associated with COVID
  - Practices to stop the spread
  - Physical Distancing
- b) Measures will be put in place to limit the number of participants checking in and out at one time for camp.
  - Staggered drop-off and pick-up times or
  - Designated drop-off and pick-up areas for each camper group or “unit.”
  - Parents/Guardians will not be allowed to enter the Youth Center. Pick-up and drop-off will be conducted outside of the facility.
- c) To assist with physical distancing, markers spaced six feet apart will be placed along potential traffic areas such as pick-up and drop-off locations, outside of the restrooms, and any area identified by staff where children have a natural tendency to congregate.



Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	<a href="http://www.madera-ca.gov">www.madera-ca.gov</a>

- d) Restrooms are available inside of the facility:
  - Modified restroom access.
  - Identified sinks will be taped off and closed to allow for six feet of spacing between hand washers.
  - One urinal will be made inactive to allow physical distancing.
  - Hand dryers will be taped off and closed. Single-use paper towels will be available for hand drying.
- e) All doors will remain locked from the outside to prevent members of the public that are not part of camp, from walking into the facility. Emergency exit doors can be opened from the inside when locked from the outside.
- f) The facility will be divided into several activity areas/zones that follow the physical distancing requirements. Dividers such as cones, theatre ropes, chairs etc. will be used to divide areas inside the gym and outside.
- g) MUSD's Food Services will have restricted access to the Youth Center when delivering meals for campers.
  - MUSD drivers will be asked to maintain physical distancing between themselves and campers and staff.
  - Drivers will be expected to wear appropriate personal protective equipment.
  - Drivers will be expected to not make deliveries if they have symptoms associated with COVID-19.
- h) There will be a designated "Isolation Room" to separate anyone who exhibits symptoms of COVID-19.
  - Any camper or staff person exhibiting symptoms will be required to wear a face covering and will be required to wait in the isolation room until they can be transported home.
  - CDC, Madera County Public Health, and MUSD protocol will be followed regarding sending campers and staff home who are exhibiting symptoms of COVID-19.
  - Parent/Guardian will be expected to pick up their child as soon as possible from camp.
- i) Water fountains will be closed. Campers will be asked to provide their own water bottle. Staff will refill water bottles as needed.



**Service**

**Integrity**

**Accountability**

**Teamwork**

City of Madera  
Parks & Community Services

701 E. 5th Street  
Madera, CA 93638

559.661.5495 T  
559.675.3827 F

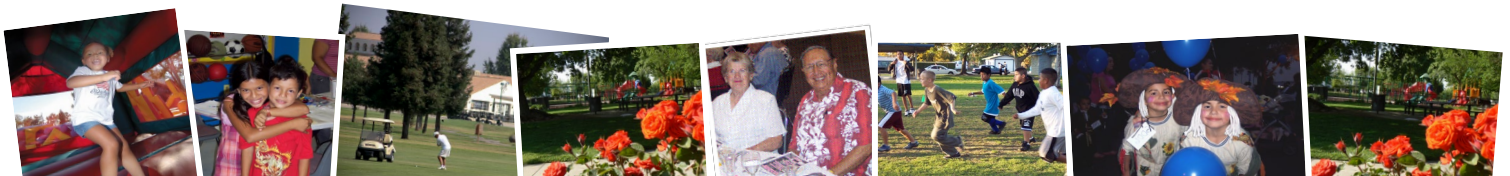
[www.madera-ca.gov](http://www.madera-ca.gov)

**Cleaning and Disinfecting:**

- a) CDC/CDPH guidelines will be followed to ensure that all water systems are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- b) Staff will be required to perform thorough cleaning on all high traffic areas throughout the day.
  - Facilities will be cleaned regularly using EPA-registered disinfectants.
  - High-touch surfaces such as faucets, toilets, doorknobs, light switches, tables, chairs, and handrails will be frequently cleaned and disinfected.
  - Commonly used surfaces and items will be frequently disinfected.
- c) Staff will have necessary personal protective equipment and sanitization products available at their workstations.
- d) Staff will be required to disinfect their activity area before moving to the next activity area.
- e) Games, sports equipment, and other supplies will be cleaned and sanitized between use.
- f) Cleaning and disinfectant products will be stored securely away from children.
- g) A system will be created to separate used equipment from equipment that has already been cleaned and disinfected.
  - Containers/bins will be labeled for used equipment that has not yet been cleaned and disinfected and containers/bins for cleaned and disinfected equipment.
- h) When choosing cleaning products, only those approved for use against COVID-19 on the Environmental Protection Agency (EPA)-approved list will be used.
- i) To reduce the risk of asthma related to disinfecting, disinfectant products on List "N" with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) will be used.

**Camp Structure:**

- a) Pre-registration will be required for camp. The registration process will be facilitated by MUSD.
- b) Campers will be expected to wear cloth face coverings when social distancing is not possible.
- c) Staff to camper ratio will be 14:2. Campers will be grouped by grade level (K-6).
  - Small groups of campers will stay together all day, each day.
  - Campers must remain 6 feet apart and do not share objects.
  - Outdoor activities are prioritized.
  - Activities will be planned out to limit the mixing of groups.
- d) There will be Sanitizing Stations (hand sanitizer and handwashing) throughout the facility and activity areas where campers and staff will have access to practice proper hand hygiene.



**Service**

City of Madera  
Parks & Community Services

**Integrity**

701 E. 5th Street  
Madera, CA 93638

**Accountability**

559.661.5495 T  
559.675.3827 F

**Teamwork**

[www.madera-ca.gov](http://www.madera-ca.gov)

- e) The sharing of objects and equipment such as toys, games, playground equipment and art supplies will be limited to the extent practicable.
  - Supplies will be available for each camper. If this is not practical, supplies and equipment will be cleaned and disinfected between uses.
- f) Games and activities will be structured with little to no contact with other campers. Campers will be encouraged to maintain the proper physical distancing requirements.
- g) During meals and snacks, all campers will be physically distanced apart from one another.
  - Pre-packaged meals are provided by MUSD.
  - Groups will be assigned a designated mealtime in order to decrease the number of campers getting their meals at the same time.
  - Multiple seating areas will be available for campers to eat their meals.
- h) Campers and staff will be required to wash their hands for a minimum of 20 seconds upon arrival, before and after each activity, before and after eating meals and snacks, and after using the restroom.
- i) Activities will be held outdoors as much as possible. If an activity is held indoors, steps will be taken to ensure there is circulation of fresh air in the room.

**First Aid:**

- a) Every effort will be made to minimize direct contact and face-to-face interactions with participants.
- b) Staff will be expected to follow guidelines established by the CDC/CDPH regarding Guidance for Emergency Medical Services (EMS) Systems.
- c) Personal protective equipment will be available and in stock at the site.
- d) Staff will attempt to talk campers through administering their own non-emergency first aid as needed. Examples include:
  - Minor cuts & scrapes: Child will be given instructions on cleaning the wound and applying the bandage(s) to themselves.
  - Nose bleeds: Child will be handed tissues from a gloved staff person and talked through applying them and keeping pressure.
  - Bumps & bruises: Child will hold their own ice pack on injured area.



Service	Integrity	Accountability	Teamwork
City of Madera Parks & Community Services	701 E. 5th Street Madera, CA 93638	559.661.5495 T 559.675.3827 F	<a href="http://www.madera-ca.gov">www.madera-ca.gov</a>



## Youth Recreation Pass Registration

Save Time, Register Online! <https://apm.activecommunities.com/maderapcsrec/membership>

Register in person or online at the City of Madera Parks & Community Services Department, 701 East 5<sup>th</sup> Street, Madera, CA 93638. All information marked with an asterisk (\*) MUST be provided in order to make your registration valid. Be sure to sign each registration form.

**This section is for the Parent/Guardian of the participant(s):**

**Name:** First\* \_\_\_\_\_ Middle \_\_\_\_\_ Last\* \_\_\_\_\_

**Gender\***  Male  Female

**Date of Birth\*** (mm/dd/yyyy) \_\_\_\_\_

**Medical Alert:** List ANY/ALL medical challenges or concerns for the participant to which staff members should be alerted.

\_\_\_\_\_  
\_\_\_\_\_

**Address:** Street\* \_\_\_\_\_ Apt# \_\_\_\_\_

City\* \_\_\_\_\_ State\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_

**Mailing Address** (if different than above): Street \_\_\_\_\_

Apt# \_\_\_\_\_ City\* \_\_\_\_\_ State\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_

**Phone:** Home\*(\_\_\_\_\_) \_\_\_\_\_ Work(\_\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

Cell(\_\_\_\_\_) \_\_\_\_\_ Cell Phone Service Provider \_\_\_\_\_

Agree to Receive Text Message Notifications?

Fax(\_\_\_\_\_) \_\_\_\_\_ Other Phone(\_\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

**E-mail** \_\_\_\_\_ (Used for immediate online receipts)

**Emergency Contact:** In the case of an emergency staff will attempt to notify the people listed in this area if Parent/Guardian is unable to be contacted.

**At least one Emergency Contact is required.**

**1st Emergency Contact\*:**

Name: First\* \_\_\_\_\_ Last\* \_\_\_\_\_ Relation\* \_\_\_\_\_

Phone: Home\*(\_\_\_\_\_) \_\_\_\_\_ Other(\_\_\_\_\_) \_\_\_\_\_

**2nd Emergency Contact:**

Name: First \_\_\_\_\_ Last \_\_\_\_\_ Relation \_\_\_\_\_

Phone: Home(\_\_\_\_\_) \_\_\_\_\_ Other(\_\_\_\_\_) \_\_\_\_\_

Participant Name	Date of Birth	School	Grade	Permission to Leave
Gender* <input type="checkbox"/> Male <input type="checkbox"/> Female				<input type="checkbox"/> Allowed to leave on their own <input type="checkbox"/> Parent/Authorized Pick-up ONLY
<b>Medical Alert:</b> List ANY/ALL medical challenges or concerns to which staff members should be alerted.				
Gender* <input type="checkbox"/> Male <input type="checkbox"/> Female				<input type="checkbox"/> Allowed to leave on their own <input type="checkbox"/> Parent/Authorized Pick-up ONLY
<b>Medical Alert:</b> List ANY/ALL medical challenges or concerns to which staff members should be alerted.				

**Agreement:**

I grant permission for my child/children to use all the play equipment and participate in all activities of the Youth Recreation program.

**Sign in Sign out policy:**

Participants are free to leave the program at any time, unless parents specify that their child/children are not to leave without being picked up by parent or an authorized person. Only an authorized person may pick up the child/children from the program. This authorized person must be on the emergency form. The child/children must sign in with Recreation Staff upon arrival and sign out when leaving for the day.

**Clothing:**

Appropriate clothing is required to participate in Recreation programming and must be worn at all times. If clothing is deemed as inappropriate, the participant will be asked to change or leave for the day. Dress code policies will be enforced.

**Code of Conduct:**

In order to ensure the quality and enjoyment of Recreation Programs, and to promote a safe and positive atmosphere in the programs, staff, participants and persons involved with the programs (i.e. spectators, volunteers, seniors, etc.) shall abide by the following code of conduct in City Recreation Facilities:

1. All persons shall act with respect towards the safety and privacy of other people.
2. Physical or verbal abuse of any kind will not be tolerated.
3. Foul or abusive language is prohibited.
4. All persons shall treat public and private property and equipment with respect.
5. Program rules and regulations shall be observed at all times, including protocol in place to comply with local, State, and National guidelines to prevent the spread of the novel coronavirus.

Any City representative responsible for supervising, officiating or otherwise operating a Recreation program in a City facility shall have authority to enforce the terms of the Code of Conduct as authorized by a policy of the City of Madera. Failure of any person to abide by the Code of Conduct will result in disciplinary action, including, but not limited to:

1. Removal from the facility.
2. Restriction in program participation.
3. Suspension or expulsion from the program and or facility.

No refund of fees shall be given for any suspension or expulsion from a program for violating the Code of Conduct. The appropriate manager of the Parks and Community Services Department shall review any suspension or expulsion longer than 3 days. If the manger upholds the suspension or expulsion, an appeals procedure is available upon request from the Madera Parks and Community Services Department.

**Zero Tolerance Policy Against Weapons or Dangerous Objects:**

No weapons/dangerous objects allowed on premises. Madera Police Department will be called to handle any possessed, sold, or otherwise furnished firearm, knife, explosive, or any other dangerous object.

**Zero Tolerance Policy Against Drugs and Alcohol:**

No drugs (including marijuana), cigarettes or alcohol is allowed in, on or near any City facility. Madera Police Department will be called to handle any possessed, sold or otherwise furnished substance.

**In Case of Emergency:**

I grant permission for the City of Madera staff to take whatever steps may be necessary to obtain emergency medical care if necessary. These steps may include, but are not limited to the following:

1. Attempt to contact parents or guardian.
2. Attempt to contact parents through any persons listed on the emergency form.
3. If parents/guardians cannot be contacted the following procedure will be taken:
  - a. Call Police Department
  - b. Call Paramedics and/or Ambulance
  - c. Have a child taken to an emergency room in the company of Emergency Medical Staff.

Any medical expenses incurred under #3 will be paid by the child's family.

I fully understand my obligations for the City of Madera - Parks and Community Services Recreation Program(s) and will go over the information above with my child/children and explain to them their responsibilities.

**COVID-19 Safety Plan Acknowledgement**

I hereby acknowledge receipt of the COVID-19 Safety Plan for the activity my child is being registered for. I have read and understand the Safety Plan, and acknowledge that while all attempts will be made to prevent exposure and spread of the novel coronavirus, exposure may still occur. I also acknowledge the following:

1. I understand that I will not be permitted to enter the premises beyond the designated drop-off and pick-up area

2. I understand that I must be timely in my drop-off and pick-up to do my part in maintaining the staggered program schedule
3. I understand that my child will be screened for symptoms of febrile respiratory illness, including taking of my child's temperature and assessment of symptoms including, but not limited to: cough, shortness of breath, chills, loss of taste or smell, sore throat, and/or muscle aches
4. I understand that my child will not be allowed entry should his/her temperature register at 100 degrees Fahrenheit or higher
5. I understand that if my child displays any of the above noted symptoms during the offered programs, he/she will be placed in an isolation room and must be picked up within 15 minutes of contact; as such, I understand that I must be available by telephone at all times while my child is participating.
6. I understand that my child must wear a cloth face covering while participating in this program; if my child arrives without a cloth face covering, a disposable face covering will be provided.
7. I acknowledge that my child has not traveled outside the United States in the past 14 days to countries affected by COVID-19.
8. I acknowledge that my child has not traveled domestically within the United States by commercial airline, train, bus, cruise ship, or other means of mass travel in the past 14 days.

**Express Assumption of Risk Associated with Recreational Activities:**

I hereby affirm and acknowledge that I fully understand the hazards and risks associated with recreational activities hosted and led by the City of Madera - Parks and Community Services Department. The inherent risks and hazards include but are not limited to:

1. Injuries sustained from any and all **physical activities**, such as running, jumping, hiking, biking, climbing, camping, fishing, cooking, and engaging in sporting events such as basketball, softball, football, volleyball and more.
2. Injuries sustained from **objects** that are either natural or man-made, such as play structures, benches, rocks, and trees, or from misjudging **terrain** that induces slipping, falling, colliding or otherwise.
3. Injuries and illnesses sustained from all water sports such as: **swimming**, diving, water exercise, impacting the water, and/or water entering bodily orifices.
4. Injuries from hypothermia, heat stroke, dehydration, etc. from exposure to the elements, such as rain, cold, excessive heat or the **weather** in general.
5. Physical and monetary injuries sustained due to participant's personal **negligence** and/or the negligence of others, crowds, and altercations with other patrons.
6. Injuries or illnesses sustained from either **plants or animals**, such as poison ivy, poison oak, poison sumac, aggressive or biting pets, service animals, wildlife, or exposure to any plants or animals present within the park or facility in general.
7. Sickness or injury from transmissible infectious diseases including viruses such as SAR's, **COVID-19**, etc.

I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury (bruises, contusions, scrapes, scratches, broken bones, etc.), permanent disability (both physical and mental), drowning and death.

**Release of Liability, Waiver of Claims and Indemnity Agreement:**

I, the undersigned participant (if 18 years of age or older), or parent or guardian of above named participant in the City of Madera recreation program, including my successors, assigns, or anyone acting on my behalf, agree as follows: In consideration of the acceptance of my application for entry into the above event, class or activity, I hereby waive, release and discharge any and all claims for damages for death, personal injury or property damage which I may have, or which hereafter accrue to me, against the City of Madera, its officers, agents, employees, or volunteers as a result of my participation in the event, class or activity. This release is intended to discharge the City, its officers, officials, employees and volunteers, any other involved municipalities or public agencies from and against any and all liability arising out of or connected in any way with my participation in the event, class or activity even though that liability may arise out of the negligence or carelessness on the part of City or persons mentioned above. I further understand that accidents and injuries can arise out of the event; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless the City and all of the persons mentioned above who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages.

**I further authorize qualified physicians to render emergency medical treatment or care they deem necessary for the participant because of illness or accident which occurs during the course of the above-described event, class or activity. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. By enrolling or attending any class or activity offered by the City of Madera Parks & Community Services Department, you consent to have your photograph and/or video taken and allow usage of these photographs and/or videos in future publications by the City of Madera's Parks & Community Services Department.**

**Please Print Name:** \_\_\_\_\_ (Check Identity) **Parent** \_\_\_\_\_ **Guardian** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_