REQUEST FOR PROPOSALS
Carnival Concessions and Apparatuses for
City of Rochester Bureau of Recreation Carnival Events

The City of Rochester's Bureau of Recreation is seeking a qualified contractor to provide services required for twelve (12) summer carnival events at various City recreation facilities throughout August and October 2013, as per the schedule detailed in Attachment A, including logistical support and necessary expertise, personnel, and equipment. The selected contractor will receive a one (1) year contract, with the possibility of four (4) additional one (1) year contract renewal terms. Boilerplate language is detailed in Attachment B.

The manager for the RFP process is Amy Ventura, Administrative Analyst with the Bureau of Recreation. Ms. Ventura will be the point of contact during the proposal submission and consultant selection process and will oversee the executed contract. All correspondence, comments, and questions related to this RFP can be addressed to Ms. Ventura at:

Amy Ventura, Administrative Analyst
City of Rochester
Bureau of Recreation
400 Dewey Avenue
Rochester, New York 14613
Telephone: (585) 428-6209
Email: VenturaA@cityofrochester.gov

Emailed questions will be accepted through Friday, August 2, 2013 until 12:00pm.

A. Qualifications must include:

1. Demonstrated experience providing carnival-style games, inflatables, concessions, and other necessary equipment at events appropriate for youth, ages 6 – 18.
2. Ability to provide appropriate and effective supervisory staff for provided equipment throughout the duration of each event.
3. Ability to obtain general liability insurance with $1,000,000 in coverage, effective throughout the duration of the contract, listing the City of Rochester as a certificate holder and additional insured.
4. Ability to obtain workers' compensation and disability insurance effective throughout the duration of the contract.
5. Ability to provide equipment and personnel necessary to accommodate up to two hundred (200) people per event.
6. Ability to provide accommodations for up to three (3) simultaneous events in one day, as per the schedule detailed in Attachment A.
7. Ability to ensure all staff present at each event comply with Attachment C, Department of Recreation and Youth Services Policy and Procedure 10-1: Treatment of Children at Recreation Facilities and Programs.

8. Ability to provide necessary personnel to supply, transport, set-up, and supervise the following items for each event:
    a. two (2) inflatables, such as moonwalks, obstacle courses, and slides, etc.
    b. six (6) carnival-style games
    c. six (6) tents, size ten (10) feet by ten (10) feet or larger
    d. one (1) sound system with a microphone and a selection of age-appropriate music to be played throughout each event
    e. three (3) different concession products, such as popcorn, ice cream, cotton candy, sno-cones, etc., with confections, personnel, and all materials necessary to serve up to two hundred (200) people per product, per event. Concessions will be provided free-of-charge to carnival participants.
    f. one (1) energy source or generator to power all supplied equipment throughout the duration of each event

B. Proposal Format/Requirements

Interested parties should submit a detailed proposal for the above requirements. The fee for professional services should be presented as a not-to-exceed amount for the basic scope of services to be billed on a lump sum basis. The fee estimate shall also include fees for any additional services proposed. Provide subtotals for each carnival date. The proposal shall include:

1. A proposed scope of services. Any additions or modifications to the services as presented should be noted.
2. A fee proposal including rates per carnival event.
3. A description of qualifications and experience with similar projects.
4. Photos and descriptions of available carnival games, inflatables, and concessions.
5. Contact information for references.
6. Pricing plans based on the schedule listed in Attachment A, including packages of different inflatables, carnival games, and concessions.

Timeline:
Friday, August 2, 2013 until 12:00pm – deadline to submit questions via email
Friday, August 2, 2013 until 5:00pm – deadline to submit proposal
Tuesday, august 6, 2013 – anticipated notification of the selected consultant

Proposals can be sent the following ways:

1. **By submitting four (4) hard copies by U.S. mail or hand delivery to:**

    Amy Ventura
    City of Rochester
    Bureau of Recreation
    400Dewey Avenue
    Rochester, New York 14613

2. **By email, with proposal attached, to:** VenturaA@cityofrochester.gov

C. Description of evaluation criteria:

1. Ability to serve at least 200 youth per event.
2. Ability to provide personnel and equipment for up to three (3) simultaneous events in one day.
3. Demonstrated experience with similar projects.
4. Feedback from references.
5. Ability to provide personnel to supervise equipment.
6. Availability of modern, appealing equipment.
7. Company location.
8. Total cost

D. Proposal reviewers for the Bureau of Recreation are:

1. Amy Ventura, Administrative Analyst
2. Deidre Stevely, Administrative Analyst
3. Tony Jordan, Assistant Commissioner
4. Jim Farr, Assistant Director
5. Kevin Holman, Edgerton Community Center Director
6. Shannon Grieve, Area Coordinator

E. City of Rochester Disclaimers:

1. The City may alter its timeline as necessary.
2. There will not be a pre-proposal conference or meeting of interested consultants.
3. All questions must be submitted in writing, preferably by email, and all questions and the City's responses may be shared with all who have indicated an intent to submit and proposal and have provided an email address.
4. The City may amend the Request for Proposals upon notification to all potential vendors.
5. The City may request additional information from potential vendors as necessary to assist the City in evaluating a proposal.
6. The Request for Proposals may be withdrawn by the City for any reason. In the event that the Request for Proposals is withdrawn, the City has no liability for any costs incurred in preparing a proposal.
7. The proposal and all materials submitted with the proposal shall become the property of the City and will be subject to the NYS Freedom of Information Law (FOIL). If any proprietary information is submitted with the proposal, it must be clearly identified and a request to keep such information confidential must be submitted.
8. The selection of a consultant is within the City's sole discretion and no reasons for rejection or acceptance of proposals are required to be given. The decision will be based on qualifications and not solely on cost.
9. The successful consultant will be required to enter into a professional services agreement with the City of Rochester.
10. Preference will be given to consultants located in the City of Rochester, through an additional weighting of 10%.

Attachment A

Tentative Carnival date and time	Carnival location
Tuesday, August 13th 11am – 3pm	**Adams Street Recreation Center** 85 Adams Street Rochester, NY 14608 (585) 428-7266
Wednesday, August 14th 11:00am – 3:00pm	**Roxie Ann Sinkler Recreation Center** 75 Grover Street Rochester, New York 14611 (585) 428-7827
Wednesday, August 14th 1:00pm – 4:00pm	**LaGrange Recreation Center** 455 LaGrange Avenue Rochester, New York 14615 (585) 428-7639
Thursday, August 15th 12:00pm – 3:00pm	**Carter Street Recreation Center** 500 Carter Street Rochester, New York 14621 (585) 428-7890
Thursday, August 15th 12:00pm – 3:00pm	**South Avenue Community Center** 999 South Avenue Rochester, New York 14620 (585) 428-6169
Friday, August 16th 1:00pm – 4:00pm	**Freddie Thomas High School** 625 Scio Street Rochester, New York 14605 (585) 262-8850
Friday, August 16th 12:00pm – 3:00pm	**Flint Street Recreation Center** 271 Flint Street Rochester, New York 14611 (585) 428-7001
Friday, August 16th 11:00am –3:00pm	**Ryan Community Center** 530 Webster Avenue Rochester, New York 14608 585-428-7278
Friday, August 23rd 1:00pm – 4:00pm	**Lake Riley Lodge at Cobbs Hill Park** 100 Norris Drive Rochester, New York 14610
Monday, August 26th 4:00pm –7:00pm	**Edgerton Community Center** 41 Backus Street Rochester, New York 14608 (585) 428-6769
Saturday – October 26th 12:00pm-3:00pm	**Flint Street Recreation Center** 271 Flint Street Rochester, New York 14611 (585) 428-7001

Attachment B

AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT, is made this ____, day of _____, 2013, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, herein after referred to as the "City" and _____with offices located at _____, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide _____, hereinafter referred to as "the Project", and

WHEREAS, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

SECTION 1. DESCRIPTION OF CONSULTANT'S SERVICES

A.

SECTION 2. CITY RESPONSIBILITIES

SECTION 3. TERM

The agreement shall commence on _____ and shall terminate on _____.

SECTION 4. FEE

The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner: _____.

SECTION 5. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

B. The Consultant hereby designates:

or their authorized representatives in case of absence, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications and all orders, permissions, and directions pursuant to this Agreement, which shall be sufficiently communicated, given and/or delivered if dispatched by registered or certified mail, postage prepaid, or delivered personally to the authorized agents designated herein. The parties reserve the right to designate other or additional agents upon written notice to the other party which shall be signed by the Authorized Agent of the requesting party.

SECTION 6. INDEMNIFICATION

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

SECTION 7. WORKERS' COMPENSATION AND DISABILITY BENEFITS INSURANCE

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers Compensation coverage has been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Workers' Compensation coverage is not required by submitting the then current and required New York State Workers' Compensation Board's form.

SECTION 8. INSURANCE

Consultant shall acquire insurance in an amount sufficient to cover any and all claims for damages that may arise under this agreement, including personal injury, death, damage to property, and if applicable, monetary damages. Consultant shall submit proof of insurance listing the City as an additional insured and providing thirty (30) days notice of cancellation to the City. In no event shall such insurance exclude from coverage any municipal operations or municipal property related to this Agreement. Such policy(ies) shall be subject to City approval.

SECTION 9. EQUAL OPPORTUNITY

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall comply with all State and Federal Equal Opportunity laws and regulations.

B. Definitions

GOOD FAITH EFFORT - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.

MINORITY GROUP PERSONS - shall mean a person of Black, Spanish surname American, Asian American or American Indian ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant shall not discriminate on the basis of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status in the performance of services or programs pursuant to this agreement. The Consultant agrees to make a good faith effort to employ minority group persons and females and that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post notices in conspicuous places available to employees and applicants for employment, and to include language in all solicitations or advertisements for employment placed by or on behalf of the Consultant, reflecting this nondiscrimination policy.

2. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, disability or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

SECTION 10. COMPLIANCE WITH ALL LAWS

The Consultant shall familiarize itself and comply with all applicable laws, ordinances and regulations of all federal, state and municipal governments or the legally constituted agencies thereof.

SECTION 11. AUDIT

The Consultant agrees that to the extent provisions of the Federal Acquisition Regulations apply to services provided by Consultant under this Agreement, the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts. In all other instances, the City shall have the right during the term of this Agreement, and up to one (1) year thereafter, to inspect all relevant records related to invoices submitted by Consultant or Fee modifications requested by Consultant.

SECTION 12. PROHIBITION AGAINST ASSIGNMENT

The parties are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing, of both parties. However, Contractor may assign its rights to receive payment upon prior written approval of the City unless otherwise prohibited by law.

SECTION 13. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Consultant's duty to perform work under this agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 14. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's authorized agent.

SECTION 15. STATUS AS INDEPENDENT CONTRACTOR

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 16. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 17. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

SECTION 18. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

SECTION 19. DEBARMENT AND SUSPENSION

The Consultant certifies, by the signing of this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

SECTION 20. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the parties in accordance with this clause in whole, or from time to time in part, whenever either party shall default in the performance of this Agreement in accordance with its terms. Upon termination due to City's default, Consultant shall be paid that part of the fee proportionate to the amount of services provided by Consultant under this Agreement as of the date of default. Upon termination due to Consultant's default, the City may take over the work to be performed and complete the same by contract or otherwise, and the Consultant shall be liable to the City for any excess cost occasioned thereby.

SECTION 21. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the "Rochester Living Wage Ordinance", in the event that payments by the City to the Consultant under this Agreement are at least $50,000, or involves retention by the Consultant of fees of at least $50,000 during a period of one year. If this Agreement is amended to increase the amount payable hereunder of at least fifty thousand dollars ($50,000) during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this

Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 22. <u>COMPLIANCE WITH MACBRIDE PRINCIPLES</u>

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

BY:_____
Leonard R. Redon, Deputy Mayor - City of Rochester

CONSULTANT
BY:

_____
Name:
Taxpayer Id. No.:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____day of _____, 2013, before me the subscriber, Leonard R. Redon, personally known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Deputy Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Attachment C

DEPARTMENT OF RECREATION AND YOUTH SERVICES
POLICY AND PROCEDURE

P.P. No. 10-1 Issue Date: 12/15/97 Bur of Recreation
Revision Date: 10/15/10

1.0 SUBJECT: Treatment of Children at Recreation Centers; Child Abuse

1.1 BACKGROUND

The City of Rochester's Department of Recreation and Youth Services (DRYS) operates a variety of youth oriented programs that includes a comprehensive menu of diverse activities. The efforts of full time professional staff are supplemented by a large number of part time, seasonal and contractual personnel. The physical service delivery system includes large, multi-station recreation and community centers, smaller single room facilities, the use of rental space in neighborhood schools and provision of services by contractors in other locations. The status of DRYS employees as mandated abuse reporters as well as the scope and complexity of the program and delivery network necessitate a formal policy on the treatment of children and the identification, prevention and reporting of child abuse. In order for the policy to be effective, supporting procedures must be clearly articulated and systematically followed.

1.2 PURPOSE

The purpose of this policy is to:

- assure that recreation centers and other location of activities sponsored by the City are safe havens for children.
- assure that children participating in Department sponsored activities are protected from abuse and mistreatment while in our care.
- safeguard the mental, physical and emotional well-being of youth participants who are abused or neglected outside of our care.
- protect the City and Department employees, contractors and volunteers from unfounded accusations of abuse.
- set standards for the treatment of children by Department of Recreation and Youth Services employees.

2.0 POLICY

The City of Rochester, Department of Recreation and Youth Services will take affirmative steps to provide children with a nurturing, safe program environment; protect children from abuse when they are in our care; aid youth participants who may be neglected or abused outside of our care, and protect Department employees and contractors from unfounded allegations of abuse.

2.1 APPLICABILITY AND DEFINITIONS

- This policy applies to all Department employees. For the purpose of this policy, employees are defined as: full time, part time, seasonal paid personnel, contractors and volunteers.

- Except as otherwise noted, for the purpose of this policy, child/youth are defined as persons seventeen years of age and younger.

- For the purpose of this policy, abuse is defined as:
  - physical -- striking, spanking, shaking, kicking, slapping, withholding bathroom privileges, inflicting pain in any manner
  - verbal -- humiliating, degrading, threatening
  - sexual -- inappropriate touch or verbal exchange
  - mental -- shaming, cruelty
  - neglect -- withholding food, water, basic care, supervision, etc.

3.0 PROCEDURES

3.1 ABUSE REPORTING

In compliance with this policy and pursuant to the Social Service Law of the State of New York, Article 6, Title 6, Section 412, any employee having reasonable cause to suspect a child has been abused or maltreated will immediately report that suspicion as described below:

3.1.1 Verbally to the Facility Director or designee. In the absence of the Facility Director or designee, the employee will advise the Area Manager or any available Management Team member. Contractors operating outside of City facilities will contact the City Staff responsible for monitoring the contract or that person's supervisor.

3.1.1.1 The Facility Director or designee will notify Monroe County Department of Health Services and make a formal report. See section 3.1.4.

3.1.1.2 Facility Directors or Supervisors of DRYS will promptly report any allegations of child abuse to the Area Coordinators or designee.

3.1.1.3 The Management Designee will administer a thorough investigation of any allegation of or suspicion of abuse perpetrated by an employee. Facility Directors/Managers will take immediate steps to suspend the employee or take other actions as appropriate. In all situations, the employee will be immediately removed from direct contact with children.

3.1.2 Employees will make reasonable efforts to contact the parents of unattended children under the age of six or who otherwise appear to be unable to care for themselves. The Rochester Police Department will be contacted if a parent cannot be reached or refuses to remove the child.

3.1.2.1 Staff will restrict an unattended child to a supervised area until the situation is resolved. This includes children remaining after facility closing. Employees working outside of their regular schedule will be automatically approved for emergency overtime or additional hours, whichever is applicable.

Parental and police contacts made in accordance with this policy provision will be reported via P.P. # 87-2 B, Incident Reporting as an U.I.R.

3.1.3 Allegations/suspicion of employee perpetrated or any other form of abuse referred to a Facility Director will be reported via procedures contained in P.P. # 87-2 B, Incident Reporting. The U.I.R. will be completed by the employee who initially identified the reason to suspect the abuse.

3.1.4 In addition to the U.I.R. a State of New York Department of Social Services Child Abuse of Maltreatment Report (form DSS-2221-A) must be completed. Designated staff at 400 Dewey will then forward the form to the Department of Human Services, Monroe County Child Protection Services, Room 660, 111 Westfall Road, Rochester, NY 14620.

3.1.5 All information pertinent to child abuse allegations and victims will be treated with strict confidentiality.

3.2 DISCIPLINE

Children will be disciplined within a context of positive guidance, redirection and the development of self control. Discipline in the form of physical punishment, humiliation, inappropriate withholding of privileges or any demeaning technique will not be used. Physically restraining (using one's own physical strength and ability to safely hold or control) will be done only to prevent a child from physically harming himself or another.

3.3 EMPLOYEE CONDUCT

Employees will conduct themselves in a way that: promotes the physical, mental and emotional well-being of children; creates a nurturing, congenial and welcoming environment for children; protects themselves and the City from allegations of child abuse.

Employees will conduct themselves in a manner that sets a positive example for children.

Employees will use extreme caution when interacting with children in ways or in locations that lend themselves to accusations of abuse. Pursuant to their interaction with children, **employees will:**

3.3.1 Not be alone with a single child where they cannot be observed by others. In the event a true safety or security related emergency forces an employee to be alone with a child, the employee should advise someone of why and where they are going.

3.3.2 Not assist children with personal/private activities such as using the bathroom, showering or changing bathing suits, regardless of where these activities take place.

3.3.3 Take additional affirmative steps to assure the safety of children when they are taken on field trips. In addition to terms set forth in Department Policy # 76-1; Field Trips, no child, regardless of age, will be sent to an unsupervised bathroom or locker room alone. Older children will be sent in pairs, and whenever possible, with staff.

3.3.4 Use positive techniques of guidance, including redirection, positive reinforcement and encouragement rather than competition, comparison and criticism. Employees will not yell at, taunt, embarrass, or engage in any other aggressive or belittling behavior.

3.3.5 Conduct age appropriate activities and establish expectations and environments that minimize the need for discipline. Physical restraint; that is, the use of one's physical strength and ability to safely hold and control, will be used only in situations necessary to protect the child from harming himself or others.

3.3.7 Respond to children with respect and consideration and treat all equally regardless of gender, race, creed, color, culture, age, national origin, sexual orientation, disability or marital status.

3.3.8 Respect children's right to personal space; respect their right not to be touched in ways that make them feel uncomfortable. This in no way diminishes the value of appropriate touch that helps children develop feelings of trust, security and self esteem. Children are not to be

touched on areas of their bodies that would be covered by a bathing suit.

3.3.9 Refrain from intimate displays of affection towards others in the presence of children, parents and staff. (i.e. any kind of touching which can be interpreted as more than a casual display of friendship; or having a sexual connotation.)

3.3.10 In accordance with the City Collective Bargaining Agreement and Drug and Alcohol Policy, employees may not possess or be under the influence of alcohol or illegal drugs during working hours.

3.3.11 Not use profanity, inappropriate jokes or share intimate details of their personal life in the presence of children or parents.

3.3.12 Serve as positive role models for youth by maintaining an attitude of respect, patience, courtesy, tact and maturity.

3.3.13 Not be alone with children they meet in City programs outside of City employment. This includes recreation activities, babysitting and inviting children to employee's home. Exceptions require a prior written request and are subject to specific approval.

Employees will conduct all activities relating to or having their genesis in programs offered under the auspices of the City, only during their approved working hours. This includes but is not limited to: group demonstrations, exhibitions or competitions.

3.3.14 Not transport children in their own vehicles. Exception: volunteers, recruited for the purpose of transporting participants, and with parental approval.

3.3.15 Not date program participants under the age of 18 years of age.

3.3.16 Familiarize themselves with all policies related to identifying, documenting, and reporting child abuse and attend training provided.

3.3.17 Actively supervise children including their interactions with each other.

3.3.18 Not abuse children in any way.

4.0 IMPLEMENTATION AND TRAINING RESPONSIBILITY

4.1 IMPLEMENTATION

Facility Directors and Area Coordinators are responsible for administration and consistent and thorough implementation of all terms of this policy. Area Coordinators are further responsible for regular, periodic compliance monitoring and appropriate follow up. Department staff who monitor contracts will ensure that contractor's staff are made aware of this policy.

4.2 TRAINING

Facility Directors and Supervisor in all areas of DRYS are responsible for assuring that all employees are instructed on the intent and content of this policy. Management in other areas of DRYS and Area Coordinators for Recreation are responsible for monitoring for compliance with training requirements and for organizing annual and large group sessions.

4.2.1 New employees will be given a copy of this policy before they begin work and will receive training within three working days.

4.2.2 All employees will be trained annually.

4.2.3 A sign-in sheet listing the name of the instructor, signature of employees attending, and date will be maintained for each training session.

4.2.3 Compliance with the terms of this policy will be incorporated into all contracts and agreements for program or other services that involve contact with children.

5.0 REFERENCES:

- Department P.P. # 87-3 B; Incident Reporting
- Bureau P.P. No. 76-1; Field Trips
- Social Service Law of the State of New York, Section 412

6.0 ATTACHMENTS:

None

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