

CITY OF PALM DESERT

73-510 FRED WARING DRIVE
PALM DESERT, CALIFORNIA 92260-2578
TEL: 760 346-0611
info@cityofpalmdesert.org

@ 06-11-2018
 06-12-2018

June 11, 2018

Family YMCA of the Desert
43-930 San Pablo Avenue
Palm Desert, California 92260

Dear Sir or Madam:

Subject: Contract No. C36620 – Professional Services for Management and Staffing of the Palm Desert Aquatic Center

At its regular meeting of May 10, 2018, the Palm Desert City Council, by Minute Motion:
1) Awarded subject contract for Professional Services to Family YMCA of the Desert, Palm Desert, California, for management and staffing of the Palm Desert Aquatic Center; 2) authorized the Mayor to execute said agreement.

Enclosed is a fully executed Agreement for your records. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

RACHELLE D. KLASSEN, MMC
CITY CLERK

RDK:mgs

Enclosure (as noted)

cc/enc: Johnny Terfehr, Management Analyst
Finance Department

A G R E E M E N T

THIS AGREEMENT, made and entered into this 10th day of May, 2018, by and between **THE CITY OF PALM DESERT**, a municipal corporation, hereinafter referred to as "**CITY**" and **FAMILY YMCA OF THE DESERT**, hereinafter referred to as "**CONSULTANT**".

WITNESSETH:

WHEREAS, CONSULTANT is a corporation, the principal members of which are Professional **CONSULTANTS** duly registered under the laws of the State of California; and

WHEREAS, CITY desires to engage **CONSULTANT** to render certain technical and professional services as set forth in Exhibit "A" (**CONSULTANT'S** Proposal of Services) in connection with the management and operation of the City of Palm Desert Aquatic Center, Exhibit "B" (Request for Proposal for Contract No. C36620 issued January 10, 2018), and within the financial constraints of the Palm Desert Aquatic Center Program Budget as set forth in Exhibit "C" (as may be amended from year to year by the City Council through the annual budget process). Exhibit A, Exhibit B, and Exhibit C are all attached hereto and by reference incorporated herein and made a part hereof.

NOW, THEREFORE, the parties hereto agree as follows:

(1) **TERM:**

(1.1) The term of this Agreement shall commence on July 1, 2018 ("Commencement Date") and continue through June 30, 2019 ("Termination Date").

RECEIVED
CITY CLERK'S OFFICE
PALM DESERT, CA

2018 JUN -1 AM 8:47

(1.2) The **CITY**, at its option, may extend the term of this Agreement for up to four (4) one-year contract extensions based on **CONSULTANT'S** performance and mutual agreement. In the event of the exercise of such option by the **CITY**, all other terms of this Agreement shall remain the same, except for the new Termination Date, as agreed to by the Parties.

(2) **CITY** hereby agrees to engage **CONSULTANT** to perform the technical and/or professional services as hereinafter set forth.

(3) **CONSULTANT** shall perform all work necessary within the schedules provided herein to complete the services set forth in Exhibit "A" attached hereto and by reference incorporated herein and made a part hereof.

(4) All information, data, reports and records and maps as are existing and available from the **CITY** and necessary for the carryings out of the work outlined in Exhibit "A" hereof shall be furnished to **CONSULTANT** without charge by **CITY** and **CITY** shall cooperate in every way reasonable in the carrying out of the work without delay. **CONSULTANT** agrees to work closely with City staff in the performance of services and shall be available to City's staff, consultants and other staff at all reasonable times.

(5) **CONSULTANT** represents that, it employs or will employ at its own expense, all personnel required in performing the services under this Agreement. **CONSULTANT** certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance

of the services. **CONSULTANT** verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time.

(6) All of the services required hereunder will be performed by **CONSULTANT** or under its direct supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under state and local law to perform such services. **CONSULTANT** shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. **CONSULTANT** represents and maintains that it is skilled in the professional calling necessary to perform the services. **CONSULTANT** warrants that all employees and subconsultants shall have sufficient skill and experience to perform the services assigned to them. As provided for in the indemnification provisions of this Agreement, **CONSULTANT** shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the **CONSULTANT**'s failure to comply with the standard of care provided for herein. Any employee of the **CONSULTANT** or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed by the **CONSULTANT** and shall not be re-employed to perform any of the services.

(7) The execution of this Agreement by the parties hereto does not constitute an authorization to proceed. **CITY's** Director of Community Development has not authorized **CONSULTANT** to proceed.

(8) **Designee of the City:** Until such time as **CONSULTANT** shall have received written notice to the contrary, the "designee of the City: as that term is used herein, shall be the City Manager.

(9) The **CONSULTANT** warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(10) The right is reserved by the **CITY** to terminate the Agreement at any time and without cause upon seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. In any such case, the **CONSULTANT** shall be paid the reasonable value of the services rendered, based upon a pro rata portion of **CONSULTANT'S** Fixed Management Fee, up to the time of the termination. The **CONSULTANT** shall keep adequate records to substantiate costs and

provide copies of original timecards in the event of termination or suspension. **CONSULTANT** may not terminate this Agreement except for cause. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

(11) All documents including tracings, drawings, estimates, reports, investigations and computations shall be delivered to and become the property of the **CITY**. **CITY** acknowledges and agrees that all plans, specifications, reports and other design documents prepared by **CONSULTANT** pursuant to this Agreement shall be used exclusively on this project and shall not be used for any other work without the written consent of **CONSULTANT**. In the event **CITY** and **CONSULTANT** permit the re-use or other use of the plans, specifications, reports or other design documents, **CITY** shall require the party using them to indemnify and hold harmless **CITY** and **CONSULTANT** regarding such re-use or other use, and **CITY** shall require the party using them to eliminate any and all references to **CONSULTANT** from the plans, specifications, reports and other design documents.

(12) The **CONSULTANT** shall comply with all federal, state and local laws, ordinances and regulations applicable to work and shall give all notices required by law. **CONSULTANT** shall be liable for all violations of such laws and regulations in connection with services. If **CONSULTANT** performs any work knowing it to be contrary to such laws, rules and regulations, **CONSULTANT** shall be solely responsible for all costs arising therefrom. **CONSULTANT** shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless,

pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

(13) No change in the character or extent of the work to be performed by the **CONSULTANT** shall be made except by supplemental authority in writing between **CITY** and the **CONSULTANT**. The supplemental authority shall set forth the changes of work, extension of time and adjustment of the fee to be paid by **CITY** to the **CONSULTANT**, if any.

(14) In connection with the execution of this Agreement, the **CONSULTANT** shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The **CONSULTANT** shall take affirmative actions to insure equal employment opportunity and that employees are treated, during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection for training, including apprenticeship. **This clause shall be included in each related subcontract, if any, awarded by the CONSULTANT.**

(15) The **CITY** agrees to pay the **CONSULTANT** a fixed Management Fee for the period of this Agreement to the expiration of the term, **CONSULTANT** shall receive a "Fixed Management Fee" of **\$13,750.00** per month. The Fixed Management Fee shall be paid monthly, in arrears, within 30 days of receipt of the invoice.

In addition to the Fixed Management Fee, the **CITY** shall, on a monthly basis, reimburse **CONSULTANT** for costs and expenses incurred by **CONSULTANT** in performing the services under this Agreement as identified in Exhibit "A" of this Agreement. However, **CONSULTANT** shall not exceed the Palm Desert Aquatic Center Program Budget ("Program Budget") amount without prior consent of the City Council. The Program Budget is included herein as Exhibit "C"

(16) **Aquatic Center Accounts:** The Aquatic Center shall cause to be established bank accounts for the operations of the Aquatic Center at a banking institution (which banking institution shall be determined by the City), such accounts to be in the City's name. **CONSULTANT** will collect and deposit daily in the Aquatic Center Accounts designated by the City all monies received from the operations of the Aquatic Center.

(16.1) All revenues generated by the Aquatic Center shall be the property of the City. Revenue collection procedures shall be in accordance with the method approved by the City. The deposit shall be made with the bank no later than the next business day following the date on which the revenues are collected. A duplicate copy of the deposit receipt identifying the amount collected by **CONSULTANT** and its deposit with the bank shall be delivered by **CONSULTANT** to the designee of the City on a weekly basis, or, at the option of the City, **CONSULTANT** shall provide the City with a weekly bank deposit report via a computerized "on-line" reporting system.

(16.2) Until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement, **CONSULTANT** bears all risk of loss therefore, including, but not limited to, damage, destruction, disappearance, theft, fraudulent, or any dishonest or unlawful act, or other

hazard, irrespective of location and whether by **CONSULTANT's** employees or any other person or entity. Should such an event or act occur, **CONSULTANT** shall notify as soon as possible the designee of the City and the County Sheriff and **CONSULTANT** shall prepare a report of such incident. **CONSULTANT** shall notify the City of any operational changes deemed necessary by **CONSULTANT** to safeguard the City's monies or things of value.

(16.3) **CONSULTANT** shall require of the bank holding the City's funds that all funds be secured to such an extent and in such a manner as is required by applicable law in connection with the deposit of funds of a public entity.

(16.4) **Accounting System:** **CONSULTANT** shall design, establish, implement and maintain procedures for the accounting and control of the revenues from the time of their collection by **CONSULTANT** to the time of deposit at the bank. This shall include a system of internal controls to account for all gross revenues. Such procedures shall include each of the accounting and cash control processes identified recommended by **CONSULTANT** and approved by the designee of the City, which approval shall not unreasonably be withheld.

(16.5) **Books and Records:** **CONSULTANT** shall maintain in accordance with GAAP (Generally Accepted Accounting Principles) adequate books of account with respect to its management and operations of the facilities and shall maintain such books at its local offices in Palm Desert, California. **CONSULTANT** shall keep full an accurate books of account and such other records as are necessary to reflect the results of the operation of the Aquatic Center. For this purpose, **CONSULTANT** agrees it will make available to the City at all times all books and records in **CONSULTANT's** possession

relating to the Aquatic Center, including contract documents, invoices and construction records. All accounting records shall be maintained in accordance with GAAP and shall be maintained in a cash format for each Operating Year. All such books, records, and reports shall be maintained separately from other facilities operated by **CONSULTANT**. **CONSULTANT** agrees to maintain reasonable and necessary accounting, operating, and administrative controls relating to the financial aspects of the Aquatic Center, and such controls shall provide checks and balances designed to protect the Aquatic Center, **CONSULTANT**, and the City. **CONSULTANT** shall maintain all financial and accounting books and records for a period of at least three years after the expiration or earlier termination of this Agreement, and the City shall have the right to inspect and audit such books and records during such period as provided below.

CONSULTANT shall provide the City with a verification and accounting system as directed by the City for all monies, gross receipts, revenues, fees and charges collected at the Aquatic Center. Such system shall include:

(a) Recordation of all sales by means of a cash register, which will display the amount of each sale and automatically issue a customer's receipt. The cash registers used by **CONSULTANT** shall be approved by the City. Said cash registers shall in all cases have locked in sales total transaction counters that are constantly accumulating and which cannot, in any case, be reset, and in addition, a tape loaded within the cash registers on which transaction numbers and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. In the event of a mechanical or electrical failure of cash register, **CONSULTANT** shall record by hand all collections and issue a customer receipt in like manner.

- (b) Entry of each and every Aquatic Center users name on entry log.
- (c) Totaling of Aquatic Center users at the end of each day and reconciliation of fee category totals on cash register detail tapes.
- (d) Maintenance of a daily log book detailing the number of Aquatic Center users by fee category and total amount of cash collected by fee category.

(16.6) **Inspection:** The City or its authorized agents, auditors, or representatives shall have the right during normal business hours to review, inspect, audit, and copy the books, records, invoices, deposit receipts, canceled checks, and other accounting and financial information maintained by **CONSULTANT** in connection with the operation of the Aquatic Center. All such books and records shall be made available to the City at the Aquatic Center, unless the City and **CONSULTANT** agree upon another location. The **CONSULTANT**, at its own expense, shall have the right to retain an independent accounting firm to audit the books and records of the Aquatic Center on an annual basis. The City's rights under this Section shall continue after termination of this Agreement.

(16.7) **Reports to City:** **CONSULTANT** shall deliver to the City the following financial statements, in a form reasonably acceptable to the City:

(16.7.1) Within 20 days after the end of each calendar month, a statement of Gross Revenues, showing the results of operation of the Aquatic Center for such month and for the Operating Year to date, which statement shall include sufficient detail to reflect all Gross Revenues, Aquatic Center Expenses and the Fixed Management Fee. Such statements shall include a budget comparison, a variance report, and such other customary reports as may reasonably be requested by the City. Such statement shall be

certified as correct by an authorized financial officer of **CONSULTANT**. Such statement shall be in a form reasonably acceptable to the City; and

(16.7.2) Within 30 days after the end of each Operating Year, a statement of profits, losses, and Gross Revenues, showing the results of operation of the Aquatic Center for such Operating Year which statement shall include sufficient detail to reflect all Gross Revenues, Aquatic Center Expenses, the Fixed Management Fee, and the Percentage Management Fee (if applicable) for such period. Such statement shall be certified as correct by an authorized officer of **CONSULTANT**. Such statements shall include a budget comparison, a variance report, and such other customary reports as may reasonably be requested by the designee of the City. If requested by the designee of the City, and at the sole expense of the City, these financial statements shall be certified by an independent certified public accountant acceptable to the designee of the City and provided to the City within 90 days after the end of the Operating Year. **CONSULTANT** shall provide to the designee of the City, within 30 days of end of each calendar month, that calendar month's payroll register by department and individual.

If **CONSULTANT** fails to provide to the City any monthly or annual statement at the time and in the manner specified in this Agreement, this failure shall constitute a material default under this Agreement and the City shall have the right, in addition to any other rights or remedies it may have under this Agreement, to conduct an audit to determine these sales, and **CONSULTANT** shall immediately reimburse the City for the cost of the audit on written demand by the City. If the actual monthly or annual Gross Revenues shown by any audit of the City (whether hereunder or under Sections 16.5 or 16.6) is found to be three percent or greater than the amount of the Gross

Revenues shown on the statement provided by **CONSULTANT**, or if there are any other material irregularities, the overstatement or such irregularities shall be deemed willful and the City may terminate this Agreement upon written notice given at any time within 60 days after receipt of the audit by the City. If at any time **CONSULTANT** causes an audit of **CONSULTANT's** business at the Aquatic Center to be made by an independent accountant, **CONSULTANT** shall furnish the City a copy of the report of this audit at no cost to the City, within ten days after **CONSULTANT's** receipt of the audit report.

(16.8) **CONSULTANT Payroll and Accounting Software:** **CONSULTANT** shall provide the City with all computerized data in a format acceptable to the designee of the City.

(17) **Publicity:** Any commercial advertisements, press releases, articles, or other media information using the City's name shall be subject to the prior approval of the City, which approvals shall not be unreasonably withheld.

(18) This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(20) This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by the **CONSULTANT** without written consent of the **CITY**.

(21) The **CONSULTANT** shall be an independent contractor, not an employee of the **CITY**. The services shall be performed by **CONSULTANT** or under its supervision. Consultant will determine the means, methods and details of performing the services subject to the requirements of this Agreement. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of **CONSULTANT** or any of **CONSULTANT**'s officers, employees, or agents, except as set forth in this Agreement. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

(22) Prohibited interests are as follows:

No officer, member or employee of the **CITY** during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The parties hereto covenant and agree that to their knowledge no member of the City Council, officer or employee of the **CITY** has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in business of the contracting party other than the **CITY**, and that if any such interest comes to the knowledge of either party at any time a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under applicable laws.

The **CONSULTANT** hereby covenants that he has, at the time of this Agreement, no interest, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The **CONSULTANT** further covenants that in the performance of this work no person having any such interest shall be employed by the **CONSULTANT**.

(23) To the fullest extent permitted by law, **CONSULTANT** shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of **CONSULTANT**, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the **CONSULTANT**'s services, the project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses.

To the fullest extent permitted by law, **CONSULTANT** shall defend, with counsel of City's choosing and at **CONSULTANT**'s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered directly above that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. **CONSULTANT** shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. **CONSULTANT**

shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. **CONSULTANT** shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. **CONSULTANT's** obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

The **CONSULTANT** shall submit to **CITY**, prior to the issuance of the Notice to Proceed, certification of adequate coverage for "errors and omission" insurance in amounts approved by the City Attorney. Any such insurance shall not be canceled prior to written notice to and approval from the **CITY**.

(24) The City shall not be responsible for payment for services by the **CONSULTANT** that are directly related to addressing discrepancies, errors, omissions, ambiguities, etc. in services provided by the **CONSULTANT**.

(25) In case of conflicts within the contract documents, the document precedence shall be as follows:

- (a) This Agreement;
- (b) The Request for Proposal issued January 10, 2018 attached as Exhibit B.

- (c) The CONSULTANT'S Proposal of Services, and any written modifications thereto attached as Exhibit A.


(26) This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. **CONSULTANT** shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

(27) **CONSULTANT** has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party. This Agreement may be signed in counterparts, each of which shall constitute an original.

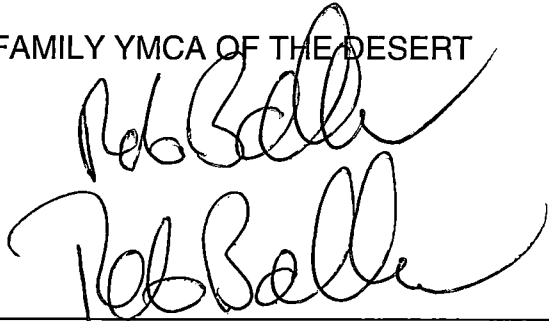
IN WITNESS WHEREOF, said parties have executed this Agreement the date first hereinabove written.

CITY OF PALM DESERT
Municipal Corporation

FAMILY YMCA OF THE DESERT



SABBY JONATHAN, MAYOR



Authorized Signature

Date: 06-08-2018

Date: 5-24-18

ATTEST:

*please see
attached.*

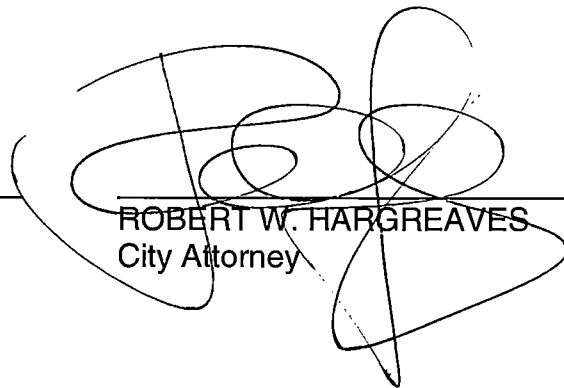


RACHELLE D. KLASSEN, CITY CLERK
CITY OF PALM DESERT, CALIFORNIA

APPROVED AS TO CONTENT:



RYAN STENDELL
Director of Community Development



ROBERT W. HARGREAVES
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of RIVERSIDE)

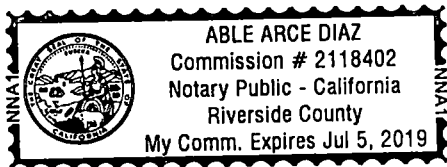
On MAY 29 2018 before me, ABLE ARCE DIAZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ROBERT JERRY BALLEW
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Able Arce Diaz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: CONTRACT COLETO Document Date: 5-24-18
Number of Pages: 55 Signer(s) Other Than Named Above: -

Capacity(ies) Claimed by Signer(s)

Signer's Name: ROBERT JERRY BALLEW
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: FAMILY YMCA OF THE DESERT

Signer Is Representing: _____

CONSULTANT'S PROPOSAL

Family YMCA of the Desert
Proposal to City of Palm Desert
Aquatic Center

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Management Approach (Tab 1)

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Weekly Cleaning Checklist

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Multi-Use Room

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Emergency Action Plan Flowchart

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LETTER OF TRANSMITTAL

TO: Johnny Terfehr, Management Analyst
City of Palm Desert

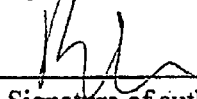
FROM: Family YMCA of the Desert

A. Robert Ballew, CEO
Family YMCA of the Desert
43-930 San Pablo Ave.
Palm Desert CA, 92260
Telephone No.: 760-341-9622
Fax No.: 760-779-9651
E-Mail: Desertymcaceo@aol.com

B. None


C. Our proposal will remain valid for no less than 120 days from submittal

D. Signature of authorized YMCA Representative



Signature of authorized YMCA Representative

E. I attest that the information in this proposal is true and correct.



Rob Ballew, CEO, Family YMCA of the Desert

Qualifications, Related Experience and References of Consultant

Profile of Firm: The Family YMCA of the Desert is part of a nation-wide system of YMCA's, with the original YMCA being founded in 1851. All YMCA's are independent 501 c3 non-profit organizations and the national YMCA (YMCA of the USA) provides support, training and new program information to the local associations. The Family YMCA of the Desert is a community based organization which started in 1982. Currently, our organization has 41 program sites throughout the valley and daily we care for 3,800 children and our 411 employees are dedicated to building character in kids. In addition, all 27 members of the Board of Directors live in the Coachella Valley and support our efforts to build a stronger community. Moreover, our budget is 8.4 million and we are program based when it comes to funding our organization. In other words, we are not tax supported, we work to generate dollars through program fees, and less than 10% of our budget comes from donations. We are conservative in nature and put funds away in reserves for both operations and maintenance. It is the nature of the YMCA to fund the operations through good fiscal controls and program income.

Firm's Financial Condition: The Family YMCA of the Desert is a not-for-profit organization and holds childcare service contracts with local school districts and with the California Department of Education (CDE). We receive grants from local city governments, private donations, membership fees, and program service fees. Furthermore, an annual audit of the financial statements are completed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. This organization has not had any significant deficiencies in internal controls over the last 17 years and no material weakness or non-compliance materials have been noted. In addition, The Family

YMCA of the Desert's current budget is \$8,486,160.00. As of January 2018 our long term and fixed assets total \$397,118.70 and we currently have \$1,642,847.40 in reserve and savings accounts. Our total liabilities as of January 2018 are \$491,173.16. This organization does not have any conditions such as bankruptcy, office closures, mergers, or litigations that would adversely affect it.

Firm's Experience: YMCA's have always lead the charge in sports and exercise. Aquatics has been one of the strong points of the YMCA dating back to 1907 when the Detroit YMCA started the first organized swim lessons in the country. From 1907 to now the YMCA has taught more people to swim than any other organization in the country. The Family YMCA of the Desert has operated pool programming for 35 years around the desert. Including, but not limited to the city of Palm Desert and the city of La Quinta pool operations. We have provided trained staff, from lifeguards to swim instructors and management level staff from finance to HR, to run the complete programming and swim operations. In 2011 the Family YMCA of the Desert had the pleasure of assisting the city of Palm Desert in the development and the opening of the Palm Desert Aquatic Center. The Family YMCA of the Desert has been overseeing the operations and management of the aquatic center since its inception and for the past 7 years. The PDAC has seen as many as 115,000 guests through the gates in a years' time and few emergencies of any kind have happened. All emergencies that have taken place have been dealt with swiftly, professionally and with no loss of life. All state and county inspections have been passed. As well, there has never been a state/county forced closure to any of the pools, rides, or concessions.

Proposed subcontractors: There are no proposed subcontractors at this time.

References:

Tom Basaites *Knorr Systems Inc. Application Specialist: 2221 Standard Ave. Santa Ana, CA 92707 - Phone: 714-754-4044 - Cell: 714-420-6114 - Email: tomb@knorrsystems.com.*

Pavol Valovic *Xavier College Preparatory High School Water Polo & Swim Coach: 34200 Cook St. Palm Desert, CA 92211 - Phone: 760-601-3900 - Email: pvalovic@xavierprep.org*

Bob Kambe *AVID Physical Therapy Director of Business Relations: 82013 Dr. Carreon Boulevard #1 Indio, CA 92201- Phone: 760-347-6195 - Cell: 405-820-2617 - Email: bob@avidphysicaltherapy.com.*

Betsy Stilwell *Water Exercise Patron: 79-165 Shadow Trail La Quinta, CA 92253 - Phone: 760-564-9429 - Cell: 760-707-9565*

MANAGEMENT APPROACH

Key Personnel Proposed to Perform Work

David Keyes, Aquatic Manager – Ongoing

- David has worked for the Family YMCA of the Desert for 9 years. He began working for the Palm Desert Aquatic Center through the Family YMCA of the Desert before the center opened to the public in June of 2011. He was originally hired as the Front Desk and Concessions Manager, then he promoted to Programs Manager, then promoted to Lifeguard Supervisor, then to Assistant Aquatic Manager and in April 2017 he promoted to Aquatic Manager. He has a complete understanding, all required certifications and detailed working knowledge of all daily operations that are now common practices.

David has been instrumental in the development and expansion of all programming at the Aquatic Center.

Mike Marshall, Maintenance Supervisor – Ongoing

- Mike has been with the Family YMCA of the Desert for 6 years. He was hired to oversee the maintenance operations of the Palm Desert Aquatic Center. He has extensive knowledge and a daily working understanding of all pool and facility related equipment and maintenance operations.

Vanessa Walker, CFO – Ongoing

- Vanessa has direct oversight of all revenue and expenses of the Palm Desert Aquatic Center. She has been with the Family YMCA of the Desert for 16 years and was a key component in the initial budget development. She is the financial liaison to the city.

Alisa Williams, HR – Ongoing

- Alisa has been with the Family YMCA of the Desert for 10 years. As the Human Resource Director for the Family YMCA of the Desert she has employee oversight of all employees through the YMCA including the 60+ staff at the Aquatic Center.

Cassidy Hadden, Lifeguard Supervisor – Ongoing

- Cassidy has worked for the Aquatic Center through the Family YMCA of the Desert for 2 years. She oversees the Lifeguard staff operations and trainings.

Alexandria Espinosa Program Manager – Ongoing

- Alex has worked for the Aquatic Center through the Family YMCA of the Desert for 5 years. She oversees the programs, rental operations and swim instructor trainings.

Katherine Lorenz, Administrations and Concessions Supervisor – Ongoing

- Katherine has worked for the Aquatic Center through the Family YMCA of the Desert for 6 years. She conducts administrative duties and oversees concessions.

Proposed Management Personnel: *See attached appendix page 1-12*

Proposed Subcontractors – There are no proposed subcontractors at this time

Project Staff Organization Chart: *See attached appendix page 13*

Statement of Personnel Intent

The Family YMCA of the Desert understands that all key personnel mentioned in this request for proposal for the Palm Desert Aquatic Center facility will be available as stated in this proposal.

All key personnel will perform the duties mentioned and no one designated as 'key' to the project shall be removed or replaced without the prior written concurrence of the City.

Proposed onsite non-management staffing levels

Lifeguards – With one pool open the minimum staff requirement is two lifeguards and one lead lifeguard. Two bodies of water require a minimum of three lifeguards and one lead lifeguard.

Three pools require a minimum of four lifeguards and one lead lifeguard. The slides require two lifeguards and diving boards requires a minimum of one. Summer time in full facility operation with all amenities requires the minimum lifeguard staff to be ten lifeguards and one lead lifeguard.

Lifeguard staff increases as the bather load increases or conditions warrant.

Swim Instructors – Preschool class age operates at a 1 to 4 ratio. Elementary class age operates at a 1 to 6 ratio. Keeping the instructor to student ratio is imperative for safety, learning, fiscal responsibility and best practices. All swim classes follow the Red Cross Learn-to-Swim curriculum covering ages 6 mo.-17 years of age. These include Parent-child, Preschool levels 1-3, Grade school levels 1-5 and Rec Swim Team.

Fitness Instructors – One instructor per adult fitness class. Classes include water exercise, yoga, spin, land exercise, masters swim, personal training, adult learn to swim. When a class has less than three attendees the class is cancelled.

Front Desk – During operational hours there is always one or two people at the front desk depending on the season and busyness. They handle check-ins, answering questions, cash transactions, registration for programs, taking phone calls.

Concessions – Concessions is open seasonally. During open hours there is always two and up to four staff members depending on the season and busyness. One staff takes orders and handles transactions, and the other staff member handles and distributes food. As business increases staff increases as well. All concession staff have food handler cards.

Janitorial – Slow season October – March, there is one PT staff cleaning locker rooms, unisex changing areas and offices thoroughly 2x per week. Busy season April-September there are two PT staff sharing the work load 2x per week.

Maintenance – Along with the FT Maintenance Supervisor two PT staff share a 24 hour work week as they clean deck space, pools, play structures and deck furnishings.

Security – Memorial Day weekend – Labor Day weekend PT staff cover the overnight hours of 10pm-4am to secure the facility, complete any security incident forms and contact police if and when necessary.

Proposed Services

Management and Operations of the Aquatic Center

Operational Procedure:

- **The designated shift supervisor is in charge of the facility and staff.**
- **The minimum age for a lifeguard to lifeguard a body of water alone is 16 years of age.**
- **Facility may not open to the general public without a minimum of 2 lifeguard certified staff members present.**
- **All certified staff members must be ready to lifeguard, teach or other assigned duties when their shift begins.**
- **All schedules are posted in their respected offices and emailed to the staff.**
- **Deck Lifeguards - On Deck:**
 - **During high use times lifeguards will typically rotate every 15 or 20 or 30 minutes – The shift supervisor will set the rotation schedule.**
 - **Male lifeguards leaving the deck will check the men’s locker room (check patron behavior, pick up and clean as necessary).**
 - **Female lifeguards leaving the deck will check the women’s locker room (check patron behavior, pick up and clean as necessary).**
 - **During high use times a lifeguard shall occupy the elevated lifeguard chair.**
 - **Whistles: Must be with you at all times during scheduled lifeguard duty not just**

while engaged in surveillance. An emergency whistle code will be employed and understood by all lifeguards.

- Rescue hip packs must be worn at all times. Packs will be adequately supplied with resuscitation mask and non-latex gloves.
- Backup Duty Lifeguard
 - When not needed on deck or to assist customers, they check dressing rooms for behavior problems or horseplay. Assist in rendering first aid to injured persons, assist deck lifeguard as required, do clean up or maintenance as necessary.
 - If numbers do not justify a full complement of staff, the supervisor on duty may release excess lifeguards from work.
- No lifeguard should work more than 8 hours in one day.
- For all injuries, complete injury reports form(s) are required and passed on to the supervisor who gets it to the Aquatic Manager.

See lifeguard rotation map appendix page 33

Water Chemistry:

- Lead Lifeguard is required to check and record pool chemistry every 2 hours.
- Water chemistry is adjusted by maintenance personnel as needed before opening, during duty hours and at closing.

See forms used appendix page 21

Communication:

Good communication is vital at the Palm Desert Aquatics Center. Communication includes verbal and non-verbal communication, hand signals, whistle blasts, radio contact, and written communication. Signs and brochures at the front desk communicate safety rules. Management

pass along information through weekly meetings and supervisors pass that information along through in-service trainings. A lifeguard manual is located in the office for lifeguard communication. Important paperwork is available on numerous bulletin boards in the front office and the lifeguard office. As a life guard, you will want to ensure that your team is aware of the types of communication used on the deck. Whistles are one of the primary tools used by a lifeguard.

- **Whistle commands are as follows: ONE Whistle Blast: Gain a patron's attention. TWO Whistle Blasts: Gain another lifeguard/supervisor's attention. THREE Long Whistle Blasts: Emergency/Activate EAP**
- **Hand signals are also utilized here at the aquatics center. Hand signals are as follows: Pat top of head with hand: Cover my area/zone. Hold up closed fist in the air: Lifeguard needs assistance. Point a finger: Look in that direction. Thumbs up: Everything is ok.**
- **Slide Hand Signals: Fist: Closed Slide. Open hand: Open slide.**

The following bullet points have detailed procedures that the Family YMCA of the Desert developed for the Palm Desert Aquatic Center in 2011. These procedures are currently in use and stated in the Palm Desert Aquatic Center Lifeguard Policy and Procedure Manual (PPM). A copy of the PPM will be provided upon request.

- **Water Slide Procedure**
 - *See attached appendix page 14 for the water slide daily operation checklist.*
- **Pool Use and Safety Rules**
- **Cleaning**
 - *See attached appendix page 15 for the daily cleaning checklist.*

Concessions:

The concessions stand adheres to all Riverside County health codes and regulations. All staff who handles unpackaged food has current Riverside County Food Handler cards and they are overseen by a Food Safety Manager. Concessions has consistently received an A rating from Riverside County Health.

Locker Rooms:

- Children 5 years and over must use the locker room of their own sex. If this presents a difficulty, family changing rooms are available.
- Towel snapping, running, or rough play is not allowed in the locker rooms.
- No food or drink allowed in the locker rooms.

Multi-use Room: *See attached appendix page 17*

Financial Operations

The Family YMCA of the Desert accounting department will provide financial operations including but not limited to; budgeting payroll, collecting, reporting, and accounting for all revenues and expenditures, and detailed budget preparation of all income and expenses statements. In order to achieve organizational accountability, reconciliations are completed monthly for all asset and liability accounts. Payroll is processed on the fifth and twentieth of every month. Accounts payable processes checks weekly and purchase orders are used for purchasing. All checks over \$1,500.00 require two signatures. As well, financial statements are printed for department heads to review for accuracy and planning. The Financial Committee meets monthly and reviews the income statement, along with a balance sheet and cash flow for the organization. The income statement is then forwarded to the Executive and Board Committee for approval.

Risk Management

The following bullet points have detailed procedures that the Family YMCA of the Desert developed for the Palm Desert Aquatic Center in 2011. These procedures are currently in use and stated in the Palm Desert Aquatic Center Emergency Action Plan (EAP) and the Palm Desert Aquatic Center Lifeguard Policy and Procedure Manual (PPM). A copy of the EAP and PPM will be provided upon request.

PPM:

- Pool Chemical Parameters
- Chlorine Room Emergency Procedures
- Hazard Identification and Communication
- Safety and First Aid Equipment
- Facility and Pool Cleanliness
- Health Regulations
- Discipline Policy and Procedure
- Child Abuse Policy and Procedure
- Lost and Found
- Media Communication Policy
- Pool Water Contamination and Response Procedure
- Biohazard Disposal Procedure
- Report Writing

EAP:

- Incident/Injury Reporting
- Injury Response and Emergency Procedures
- Injury Response and Emergency Procedures for Slides
- Minor Injury Procedures
- Fire Emergency
- Criminal Activity
- Severe Weather and Natural Disasters
- Thunder/Lightning Storms
- Power Failure
- Chlorine Spill or Leak Procedure

Evacuation Routes – *See attached appendix page 18*

Emergency Action Plan Flowchart – *See attached appendix page 19*

Fecal Incident Response Log – *See attached appendix page 20*

Water Chemistry Test Log Sheet – *See attached appendix page 21*

Annual Pool Tarp Training – *See attached appendix page 22*

Policy Development

The following bullet points have detailed procedures that the Family YMCA of the Desert developed for the Palm Desert Aquatic Center in 2011. These procedures are currently in use and stated in the Palm Desert Aquatic Center Lifeguard Policy and Procedure Manual (PPM). A copy of the PPM will be provided upon request.

- Pool Use and Safety Rules
- Lifeguard Procedures
- Equipment Rental Procedure

Swim Testing - *See attached appendix page 23*

Facility Rental Policies - *See attached appendix page 25*

Facility Rental Group Use Requirements - *See attached appendix page 26*

Facility Rental Pricing Structure - *See attached appendix page 30*

Sign Philosophy – The YMCA uses different types of signs to communicate a variety of information to the public. Signs are a necessity on the pool deck and at the entrance. They allow the front desk to effectively communicate pool availability and important information to the public. Blue cones are placed on all lanes of the Lap pool signifying the lane is available for lap swimmers. Yellow a-frame closed signs are placed over the blue cones to notify the public that a lane is unavailable. Several sizes and colors of a-frame signs are utilized. The signs include but are not limited to; pool closed, closed, swim lesson levels, circle swim diagram, acceptable swim wear, etc. State and county mandated signs are posted throughout the facility in accordance with regulations.

Recruitment and Hiring Process – At the Family YMCA of the Desert, helping kids, families, and communities learn, grow, and thrive requires strong, cause-driven leadership. When attracting and hiring new employees, we select based on the highest standards, in keeping with the YMCA's reputation as a leading organization in the community. All positions are initially posted internally so that current staff have an opportunity for advancement and then externally

within the community, depending on the positions being filled. We utilize high school and college job boards and actively network with leaders in the community or in their field to stay abreast of qualified candidates. High school water polo and swim teams are targeted directly to give youth of the community job experience opportunities utilizing the skills they have mastered through their teams. We've ensured that the job description for each job being filled is accurate and current and identifies the core competencies needed for the job. We've established a written screening process that ensures all hires meet the YMCA's highest standards and possess the core competencies for success in their positions at the YMCA. Systematically we use screening techniques, the employment application, background checks, reference checks, etc. – to screen out applicants who are at risk to abuse youth or vulnerable adults. We've developed and maintain an updated recruiting plan to anticipate and meet the YMCA's current and future staffing needs. We employ a variety of legal, effective tools and techniques, beyond the basic interview, to assess a candidate's qualifications for the position; this may include online tools, interview guides, phone screening, swim testing etc.

The minimum age for employment is sixteen (16) with a valid work permit. All employees over the age of eighteen (18) are to be fingerprinted upon hire. After fingerprints have been processed through the State of California Department of Justice, and FBI, results will be received by the Human Resource Department and held confidential. Continued employment is subject to fingerprinting clearance. Any employee is subject to termination of employment if the Criminal History warrants such action. *Additionally, employees must notify the Association of any arrest and/or convictions other than minor traffic violations, within five (5) days. Failure to do so may result in disciplinary action up to and including termination.* The YMCA recognizes its responsibility to help provide a safe and productive work environment for all employees. In

support of this responsibility, the YMCA has a concern about substance abuse, since it may affect and employee's productivity and efficiency; jeopardize the safety of the employees, co-workers, guests, volunteers, members, vendors and business partners; or violate State or Federal Statutes. Therefore, we are committed to remain a drug free workplace. In addition, new employees are required to attend a YMCA Employee Orientation and Child Abuse Prevention training within 30 days of being hired. ***Furthermore***, new employees will be mandated to attend safety training at their specific work site.

Day-to-Day Operations and Training

The following bullet points have detailed procedures that the Family YMCA of the Desert developed for the Palm Desert Aquatic Center in 2011. These procedures are currently in use and stated in the Palm Desert Aquatic Center Lifeguard Policy and Procedure Manual (PPM). A copy of the PPM will be provided upon request.

- Personal Requirements
- General Staff Responsibilities
- Lifeguard Responsibilities
- Supervisor/Lead Guard Responsibilities
- Swim Instructor Responsibilities
- Swim Lesson Supervisor Responsibilities
- Fitness
- Customer Service

Day-to-day Operation/Staffing Plan/Orientation

Refer to *Key Personnel and Proposed Work and Proposed Non-Management Positions* (pages 4-8) for the staffing plan.

Refer to the *Recruitment and Hiring Process* (page 14) for the orientation process.

Pre-Service and In-Service Training Plan:

Refer to the *Recruitment and Hiring Process* and the *Lifeguard Training Program*, (page 14, 17).

Lifeguard In-service 2018 Dates and Policy - *See attached appendix page 31*

2018 In-service Training Schedule - *See attached appendix page 32*

Lifeguard Training Program and Lifeguard Rotation Process – Employed lifeguards shall hold in good standing the American Red Cross Certification for lifeguarding also known as lifeguard for the Professional Rescuer which includes Lifeguarding, CPR, AED and First-Aid. In addition to this certification, guards who have guarded for a year or are returning after one season must have and maintain a Title 22 certification. Swimming ability is one of the most important prerequisites to become a Red Cross lifeguard and guard at a pool with a depth of 15 ½ feet. The guard must be able to swim breaststroke and front crawl and have the endurance to swim for long distances during the testing process. The swimming test includes 300 yards of non-stop swimming, 100 yards of front crawl, 100 yards of breaststroke and another 100 yards of either breaststroke or front crawl. Because of the depth of the pool, guards are also required to perform a time trial test consists of swimming 20 yards, surface diving to 15 ½ feet, retrieving a ten pound weight, and treading with the weight held out of the water with both hands on the weight 20 yards back to the starting point, placing the weight on the deck and exiting the water from the deck going into a standing position in 1 minute and 46 seconds or less. In addition to

swimming proficiency, the guard needs to demonstrate solid emergency medical skills; they are trained and tested in standard first aid, cardio-pulmonary resuscitation (CPR), and automated external defibrillator (AED). These skills are tested through drills conducted both in and out of the water. A written test concludes the proficiency testing. A score of 80 percent or higher on the written exam is required.

Guard Coverage Policy

See Proposed *Onsite Non-Management Staffing Levels for Lifeguards* (page 6)

Guard Rotation Map - *See attached appendix page 33*

Program Development – The Family YMCA of the Desert uses the entire facility to create programs for the Aquatic Center. The multi-use room holds 3 yoga classes, 2 senior adult land classes weekly, and Red Cross certification courses as scheduled. The recreational pool holds 2 arthritis classes, 2 shallow water classes and 1 water class specifically geared for individuals living with Multipole Sclerosis weekly. In addition, the recreational pool is also utilized for group and private swim lessons as well as lap swimming and lane rentals. The lap pool holds deep water, shallow water, Rec. Swim Team, Adult-Learn-to-Swim and US Masters Swim classes, lap swim, and rentals. Additionally the YMCA has supplied the Aquatic Center with spin bikes to create an on deck cycling class. The deck is an area we are expanding programs onto seasonally. Upcoming programs include Splashball (intro into water polo) Dive-In movies nights, and Weekly Water Games.

The hours of operation for the general public are: Monday - Friday 5:30am to 7pm, May - September Saturday's 7am - 7pm and Sunday's 8am to 7pm. During October through April Saturday's are open from 7am - 5pm and Sunday's 8am - 5pm. Throughout the year different

user groups rent out space and we adjust operational hours as it is financially beneficial. User groups have the opportunity to rent space at the facility with a 24 hours' notice. All of this requires the pool schedule to be fluid. Programs are scheduled using an online calendar that is shared with the general public. *See an example attached appendix page 34.* Detailed lane availability is also put on a MAP. *See example in the attached appendix page 35.*

How to make swimming classes responsive and/or inclusive to persons with disabilities:

1. Safe entries into the water via a hoist, lift, or supported entry down a ramp.
2. Specific instructions for aids in the water, so they can help with activities for children with physical disabilities in a planned and structured way.
3. Information for people with disabilities in the class, particularly if they are swimming for the first time at the facility.
4. Group activities for people with physical disabilities which take their needs into account (eg. rolling front to back, learning to maintain body position, being comfortable using an aid to float).
5. Individual activities which are designed as an exercise for people with a disability, such as push off from the wall and float into a glide position, or doing a safe slide into the pool, or learning to propel in the water wearing a life jacket.
6. Swim class lessons planned in advance to best accommodate children with disabilities without compromising the skills they will learn.
7. Safe exit from the pool.

Monitoring and evaluating programs for improvements and fiscal responsibility:

1. At the conclusion of every session, every participant is given a YMCA aquatics evaluation that they are asked to complete for the instructor. This evaluation sheet includes questions such as 'was the program helpful' and 'what can we do to improve our programs'.
2. To monitor programs for fiscal responsibility, the aquatics facility has an office manager that gives monthly financial reports to the manager and assistant manager. These will be detailed reports including money expended on salaries, uniforms, administration, etc. and money generated as income through various programs including lessons, rentals, concessions etc. In addition to this, the proposer has a full-time financial operation employee within the firm that is available to assist with reporting in need be.

Registration for Programs: *Refer to swim lesson evaluation form in the attached appendix on page 36.*

1. The YMCA has a program registration in place that is utilized for the sole purpose of registration for programs. Any patron wishing to participate in the programs must complete an information form for emergency purposes and a program registration form for each class or program they enroll. The information forms will then be input into the computer system and updated yearly with program codes for every class the participant may enroll.
2. For adult exercise classes the YMCA has a waiver form that patrons must fill out before participating in a class
3. *Refer to YMCA program registration and fitness waiver forms in the attached appendix on page 37.*

Marketing – The YMCA will use various forms of social media to keep all audiences engaged throughout the year. Target audiences will vary based on the season. March-September we will target families for our group swim lessons, and recreational swim. Public and Private schools are targeted April-June for school field trips and full facility rentals. The YMCA advertises through our website, social media, constant contact, and has recently purchased billboard space to advertise the Aquatic Center.

Procurement Planning Proposed Services – Our standard purchase policy would stay in place, for items over \$1,000.00 we would require 3 bids and PO's need purchaser's signature along with those of the department head and CEO. Items are inspected at time of delivery and once accepted that are logged in as assets. The YMCA will continue to write grants to enhance equipment for programs, life-saving equipment, first aid supplies, lifeguard supplies and facility management supplies. Labor needs will be handled by our Human Resources department. We advertise our available jobs to the public through a variety of announcements. Selection is based on qualifications; we do not discriminate due to race, age, religion or sex. Furthermore, Aquatic positions may require several certifications and those will be inspected for current status. All YMCA employees are fingerprinted and checked through the State Attorney General's office for any convictions. All new YMCA personnel will receive child abuse training and certification along with first aid and customer service training. Safety training will be ongoing on a weekly basis and simulated emergency drills will be conducted on a regular basis.

Fee Schedule

The City developed a fee structure for general admission in 2011 that is still in place and has not seen any increases. We suggest that a cost of living study be done to look at possible fee

increases to general admission. The rate increases that this study would find should be implemented during the recreational hours when our staffing is at its highest due to the full facility being operational. Furthermore all passes would remain at their current rate so to ensure that lap swim pass holders would not be negatively affected by this increase.

For current fee schedule see attached appendix page 38.

Conflict of Interest -- No conflict of interest

Exceptions/Deviations – None

Appendix

Family YMCA of the Desert
Proposal to City of Palm Desert
Aquatic Center

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David R. Keyes

43547 Campo Place • Indio, CA 92203 • davidkeyes@desertymca.org • 760.534.0206

EDUCATION:

High School Diploma
Palm Desert High School

Graduation Date: June 2004
Palm Desert, CA

EXPERIENCE:

Aquatic Manger
Family YMCA of the Desert

April 2017 – Present
Palm Desert, CA

- Oversees all operations including, but not limited to staff schedules, customer service relations, facility rentals, purchasing, pool operations, website, and monthly cash flow statements
- Prepares the annual fiscal budget
- Works consistently with city assigned marketing firm to promote the facility in all aspects
- Attends all facility related meetings and collaborations
- Teach lifeguard classes and assist in monthly in-service trainings for staff
- Works in various aquatic departments as necessary
- Manages Front Desk
- Teaches Child Abuse Prevention and Sexual Harassment Training to all staff

Aquatic Assistant Manager
Family YMCA of the Desert

February 2016 – March 2017
Palm Desert, CA

- Assisted in marketing
- Attended facility meetings as necessary
- Budgeted payroll for front desk, lifeguard, and instructor staff
- Collaborated with previous manager to work on annual fiscal budget
- Continued all duties listed under Aquatic Program Manager

Aquatic Program Manager and Lifeguard Supervisor
Family YMCA of the Desert

May 2015 – January 2016
Palm Desert, CA

- Continued to create and implement new programs
- Assisted in creation current version of www.pdpool.com
- Managed 30 - 70 lifeguards by organizing work schedules, provided adequate training through regular in-services, and evaluating their performance
- Held monthly in-service training for lifeguard staff
- Regulated staff skills through drills and evaluations
- Continued all duties listed under Aquatic Program Manager
- Managed Front Desk

Aquatic Program Manager
Family YMCA of the Desert

May 2014 – April 2015
Palm Desert, CA

- Created and implemented new programs
- Scheduled pool space for various user groups and PDAC programs by creating the pool map to avoid overbooking pool space
- Oversaw swim instructors
- Reconciliation of monthly rental income
- Acted as Manager on Duty as necessary

Aquatic Front Desk Manager
Family YMCA of the Desert

January 2012 – April 2014
Palm Desert, CA

- Managed Front Desk staff and operations
- Implemented ongoing policies and procedures
- Hired, evaluated, disciplined and terminated Front Desk staff as necessary
- Trained staff in customer service and the P.O.S. system

Aquatic Front Desk and Concessions Manager
Family YMCA of the Desert

April 2011 – December 2011
Palm Desert, CA

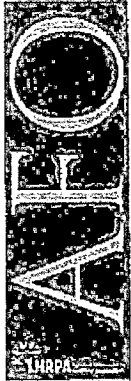
- Created rates for retail, food and beverage items
- Oversaw merchandise, inventory, purchasing, and handling food
- Oversaw both front desk and concessions staff
- Trained concessions and front desk staff prior to the facility opening in customer service and P.O.S. system

CERTIFICATIONS:

- Aquatic Facility Operator (AFO)
- American Red Cross Lifeguard Instructor
- American Red Cross Lifeguard/CPR/First Aid/AED
- American Red Cross First Aid for Public Safety Personnel (Title 22)

REFERENCES:

Karen Creasey <i>Former Palm Desert Aquatic Center Manager</i>	karen@karencreasev.com	(760)218-3640
Mario Garcia <i>Knorr Systems Inc. Field Supervisor</i>		(714)681-3041
Stephanie Greene <i>CEO FG Creative</i>	stephanie@fgcreative.com	(760)773-1707
Laurie King <i>Lap Swim Patron</i>		(760)641-9099




National Recreation and Park Association
1875 M Street, N.W.

David R Keyes

has successfully completed requirements for
Aquatic Facility Operator

AFS
1896
March 24, 2017


 **American Red Cross**

Certificate of Completion


David Keyes
has successfully completed requirements for
Lifeguarding Instructor - valid 2 Years

conducted by
American Red Cross

Date Completed: 11/16/2017
Instructor: **Karen Cressley**


Certificate ID: 072204

To verify, scan code or visit redcross.org/certificates


 **American Red Cross**

Certificate of Completion


David Keyes
has successfully completed requirements for
Lifeguarding First Aid/CPRAED - valid 2 Years

conducted by
American Red Cross

Date Completed: 03/10/2017
Instructor: **Karen Cressley**


Certificate ID: 042223

To verify, scan code or visit redcross.org/certificates


 **American Red Cross**

Certificate of Completion

David Keyes
has successfully completed requirements for
First Aid for Public Safety Personnel (Tow 22) - valid 3 Years

conducted by
American Red Cross

Date Completed: 01/17/2017
Instructor: **Karen Cressley**


Certificate ID: 042224

To verify, scan code or visit redcross.org/certificates

Mike Marshall

52290 Silver Star Trail • La Quinta, CA • mmarshall.ymca@gmail.com • 760.504.5108

EDUCATION:

Bachelor of Arts in Early Childhood Education <i>San Diego State University</i>	Graduated 2003 <i>San Diego, CA</i>
San Diego Fire Academy <i>Miramar College</i>	2008-2010 <i>San Diego, CA</i>

EXPERIENCE:

Maintenance Supervisor <i>Family YMCA of the Desert</i>	2012 – Present <i>Palm Desert, CA</i>
Owner/Operator <i>Precision Aquatics</i>	2009 – 2011 <i>San Diego, CA</i>
Technician and Repair Manager <i>Golden State Pools</i>	2005 – 2011 <i>San Diego, CA</i>
Technician <i>Guaranteed Pools</i>	2002 – 2005 <i>San Diego, CA</i>
Technician <i>Bills Pool Service</i>	1998 – 2003 <i>San Diego, CA</i>
Lifeguard <i>Scripps Ranch Swim and Racquet Club</i>	1994 – 1999 <i>San Diego, CA</i>

CERTIFICATIONS:

- Aquatic Facility Operator (AFO)
- Certified Pool Operator (CPO)
- American Red Cross Lifeguard Instructor
- American Red Cross Lifeguard/CPR/First Aid/AED
- American Red Cross First Aid for Public Safety Personnel (Title 22)
- Lochinvar Heater Certified
- Scissor and Boom Lift Certified
- Professional Pool Operators of America (PPOA)
- National Recreational Parks Association (NRPA)
- Heating Vacuum and Air Conditioned Trained

PROFESSIONAL SUMMARY:

Certified Commercial Swimming Pool Operator with over 20 years of related experience. Detail and result oriented, hands on professional. High energy, goal based leader with 5 years of on- site management of facility and staff. Core

Alexandria Espinosa

40-600 Washington St. Apt. G-37 • Bermuda Dunes, CA • alexrenee19@hotmail.com • 760.534.4628

EDUCATION:

Bachelor's Degree
University of La Verne

Graduation Date: January 2017
La Verne, CA

Completed Coursework
College of the Desert

May 2014
Palm Desert, CA

High School Diploma
Palm Desert High School

Graduation Date: May 2011
Palm Desert, CA

EXPERIENCE:

Aquatic Programs Manager
Family YMCA of the Desert

May 2017 – Present
Palm Desert, CA

- Create and implement new programs.
- Promote programs using different forms of media.
- Oversee user group's schedules, contracts, and monthly rental income.
- Manage instructors of land and water programs.

Hostess
LG's Prime Steakhouse

September 2015 – Present
La Quinta, CA

- Graciously greet all guests upon arrival.
- Answer phones and take detailed information for reservation bookings.
- Problem-solve guests concerns or issues.
- Develop rapport with guests; generated repeat business with a friendly demeanor and welcoming experience.

Lifeguard Supervisor
Family YMCA of the Desert

February 2016 – April 2017
Palm Desert, CA

- Hire, train, evaluate, discipline, and terminate staff.
- Manage staff and create schedules (30 – 60 people).
- Provide monthly in-service trainings in accordance to American Red Cross guidelines.
- Create a safe and positive environment for staff and patrons.

Lifeguard/Swim Instructor
Family YMCA of the Desert

May 2013 – February 2016
Palm Desert, CA

- Actively scan areas of responsibility.
- Prevent injuries on deck and in water.
- Enforce rules of facility in a courteous manner.
- Teach swim lessons in accordance to American Red Cross guidelines.

File Clerk/Receptionist
Las Palmas OB/GYN

February 2012 – May 2014
Rancho Mirage, CA

- Scan Medical records into electronic medical records system.
- Answer high volume of phone calls.

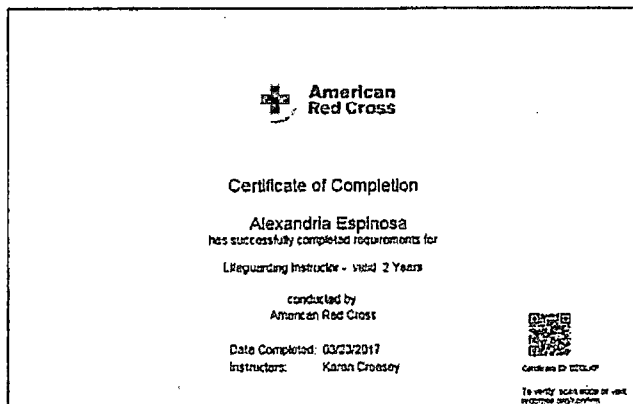
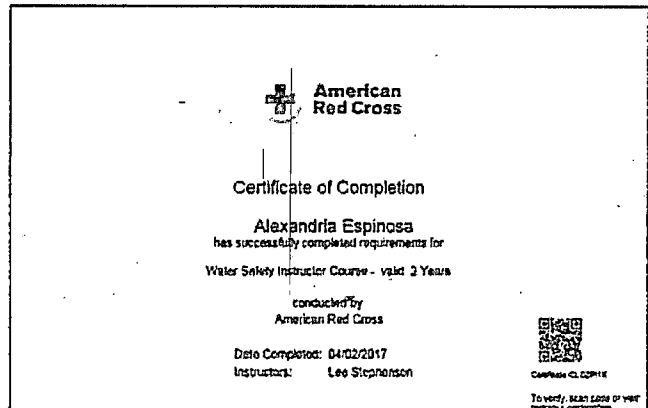
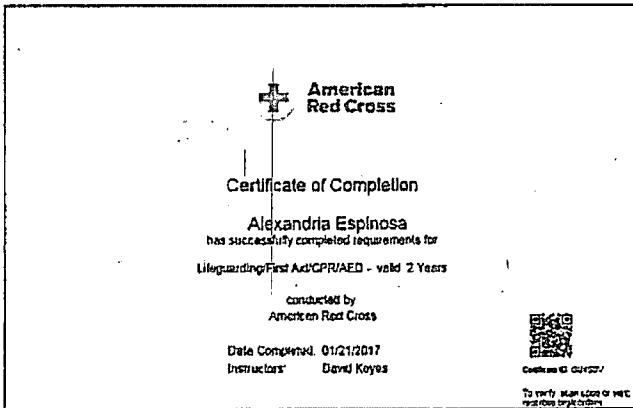
- Schedule appointments for a large medical practice.
- Multi-task in a fast paced environment.

CERTIFICATIONS:

- American Red Cross Lifeguard Instructor
- American Red Cross Lifeguard/CPR/First Aid/AED
- American Red Cross Water Safety Instructor
- International Food Safety Manager
- American Red Cross First Aid for Public Safety Personnel (Title 22)

REFERENCES:

Veronica Bayne <i>Las Palmas OB/GYN – Office Manager</i>	bay603@aol.com	760.485.3078
Ed Lerma <i>LG's Prime Steakhouse – LQ Manager</i>	ed@lggspimesteakhouse.com	760.771.9911
Kathie Maxwell <i>Palm Desert Aquatic Center – Private Swim Lesson Client</i>	connectionsareus@hotmail.com	415.990.7693



**NATIONAL REGISTRY OF
FOOD SAFETY PROFESSIONALS®**
CERTIFIED
ALEXANDRIA RENEE ESPINOSA
HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE
INTERNATIONAL FOOD SAFETY MANAGER
UNDER BOTH
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AND
ISO/IEC 17024 STANDARDS**

PRESIDENT:
LAWRENCE J. LYNCH, CAE

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Z39-18
PERMANENT, COMPANION or
PROFESSIONAL
4331 River Chime, Suite 200, Orlando, FL 32825
PH: 407-821-1111 FAX: 407-821-1112
For more information, visit www.nrfsp.com

ISSUE DATE: JULY 20, 2017
EXPIRATION DATE: JULY 20, 2022
CERTIFICATE NO: 21367088
TEST FORM ISO 119
This certificate is not valid for more than the stated term of issue.

Cassidy A. Hadden

65773 Seventh St. • Desert Hot Springs, CA 92240 • cahadden@hotmail.com • 760.902.1022

EDUCATION:

Bachelor of Science in Accounting (Emphasis in Business)
Brigham Young University-Idaho

Graduation Date: July 2013
Rexburg, ID

EXPERIENCE:

Lifeguard Supervisor

Family YMCA of the Desert

May 2017 – Present

Palm Desert, CA

- Managed 30 - 55 lifeguards by organizing work schedules, provided adequate training through regular in-services, and evaluating their performance
- Prevented injuries and accidents by training lifeguards how to help patrons to follow facility safety measures and rules
- Co-instructor during American Red Cross lifeguard training courses
- Taught Water Exercise classes on a weekly basis
- Provided suggestions to the facility management for new programs and activities to start at our facility

Lifeguard

YMCA at Palm Desert Aquatic Center

October 2016 – May 2017

Palm Desert, CA

- Ensured a safe environment for members and participants that entered the facility by preventing dangerous situations through enforcing policies and procedures
- Worked as a team to set up pools in a timely manner according to the daily schedule
- Kept the facility neat, clean and well organized

Swim Instructor

Desert Recreation District – Aquatics, Ready Set Swim Program

September 2016 – May 2017

Desert Hot Springs, CA

- Provided a safe environment for students ages 1 – 11 to develop a level of comfort in the water
- Helped students to progress to the next level from their current swimming capacity
- Taught each student safety skills for when they are in and around water
- Trained and gave feedback to instructors as necessary

Assistant Pool Manager

All Desert Aquatics, Inc. at Wardman Park Pool

Seasonal May 2015 – May 2017

Desert Hot Springs, CA

- Recorded and analyzed finances to ensure that the programs were sustainable
- Worked in partnership with the Aquatics Director to analyze and improve weekly, monthly, and seasonal statistics regarding patron and financial goals
- Successfully supervised 2 facilities and our lifeguard team by organizing schedules, providing customer service and ensuring that the needs of the community and our employees were met
- Projected costs to plan for succeeding years
- Asked for and applied feedback from employees and patrons to improve the experience at each facility

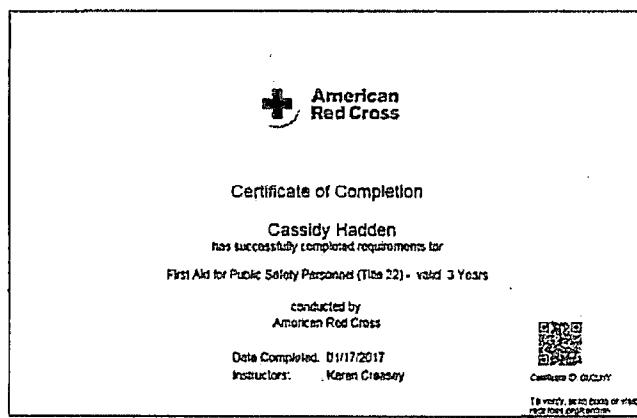
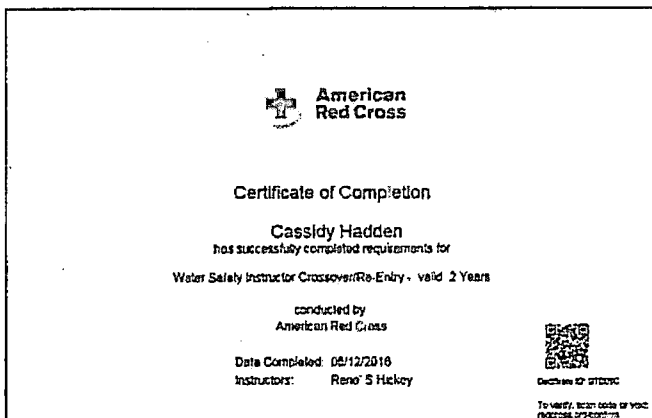
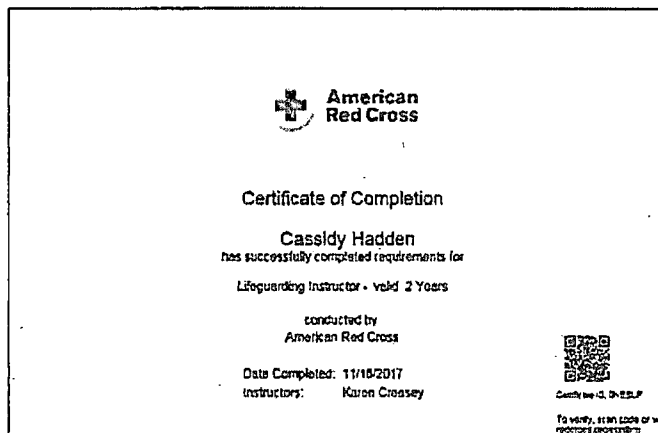
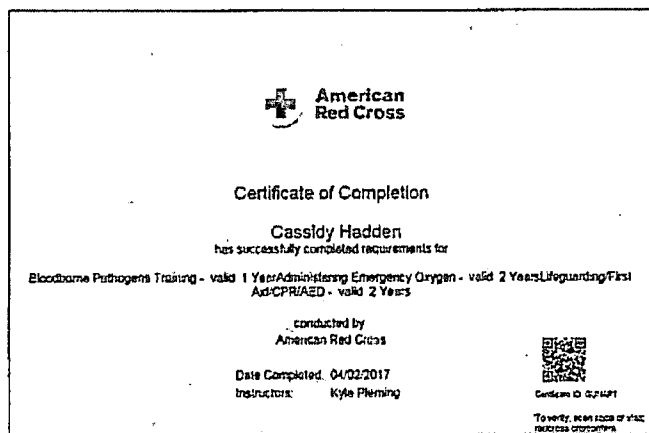
CERTIFICATIONS:

- American Red Cross Lifeguarding/CPR/AED/First Aid/Bloodborne Pathogens/Administering Emergency Oxygen
- American Red Cross Water Safety Instructor

- American Red Cross Lifeguard Instructor
- American Red Cross First Aid for Public Safety Personnel (Title 22)

REFERENCES:

Rene Hickey <i>All Desert Aquatics, Inc. – Aquatics Director</i>	info@renesaquatics.com	760.329.3212
Bob Bell <i>Ecclesiastical Leader</i>	bellbob@hotmail.com	760.880.5135
Kyle Pleming <i>Desert Recreation District – Aquatics Director</i>	kpleming@drd.us.com	760.972.1033
Leslie Greasby <i>Coachella Valley Unified School District – Lifeguard</i>	beachbaby61@gmail.com	562.631.7774
Jubal Lotze <i>Director of Institutes</i>	juballotze@gmail.com	619.955.3530



Katherine F. Lorenz

44279 Corfu Court • Palm Desert, CA • llorenz@dc.rr.com • 925.200.0310

EDUCATION:

High School Diploma
Menlo-Atherton High School

Graduation Date: June 1970
Atherton, CA

EXPERIENCE:

Administration/Concessions Supervisor
Family YMCA of the Desert

September 2011 – Present
Palm Desert, CA

- Use computers for various applications, such as database management and word processing.
- Previously performed payroll functions, such as maintaining timekeeping information; processing and submitting payroll
- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Collect and deposit money into accounts. Process invoices and purchase orders, keep records, and ensure accounts are balanced.
- Operate office equipment, such as fax machines, copiers, or phone systems and arrange for repairs with equipment malfunctions.
- Greet visitors or callers and handle their inquires or direct them to the appropriate persons according to their needs
- Complete forms in accordance with company procedures.
- Schedule concession staff and confirm state/local regulations and health standards are met and safety procedures are followed.
- Coordinate meetings or special events, such as luncheons or YMCA board meetings.
- Conduct searches to find needed information, using such sources as the internet.
- Establish work procedures or schedules and keep track of daily work of clerical staff.
- Order and dispense supplies
- Prepare conference or event materials, such as flyers or invitations.

Store Merchandiser
Jacent Strategic Merchandising

March 2006 – December 2011
Pleasanton, CA

- Develop Ideas for merchandise displays to increase sales.
- Maintain store inventory, inspection product for imperfections, replacing damaged merchandise when necessary.
- Process new orders to replenish and maintain inventory levels.
- Develop relations with store management.

Payroll and Office Administrator
Hallmark Personnel

January 1995 – January 2006
Palo Alto, CA

- Perform payroll functions, such as maintaining timekeeping information and processing and submitting payroll.
- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Collect and deposit money into accounts, disburse funds from cash accounts to pay bills or invoices, keep records of collections and disbursements, and ensure accounts are balanced.
- Create, maintain, and enter information into databases.
- Set up and manage paperwork filing systems, recording information, updating paperwork, or maintaining documents, such as attendance records, correspondence, or other material.

- Complete forms in accordance with company procedures.
- Review work done by others to check for accuracy and ensure that company format policies are followed, and recommend revisions.
- Prepare and mail checks
- Order and dispense supplies

SKILLS AND CERTIFICATIONS:

- Troubleshooting
- Accounts Payable and receivable
- Customer Service
- Self-Motivator
- Operation and Inventory Control
- Food and Merchandise Purchasing
- Staff Supervision
- English Language
- Riverside County Food Handler Certificate

PROFESSIONAL SUMMARY:

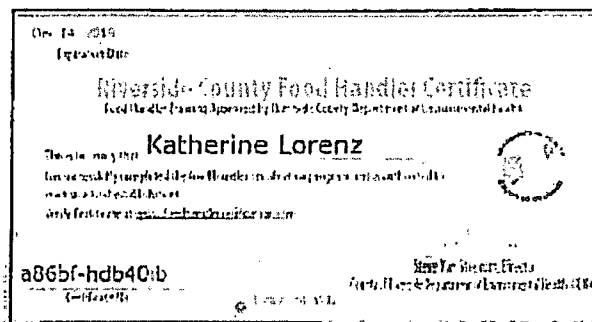
Accomplished and energetic Administrator. Motivated with strong organizational and prioritization abilities. Areas of expertise include Customer Service, Inventory Control, and Maintaining Cash Handling Policies and Procedures.

REFERENCES:

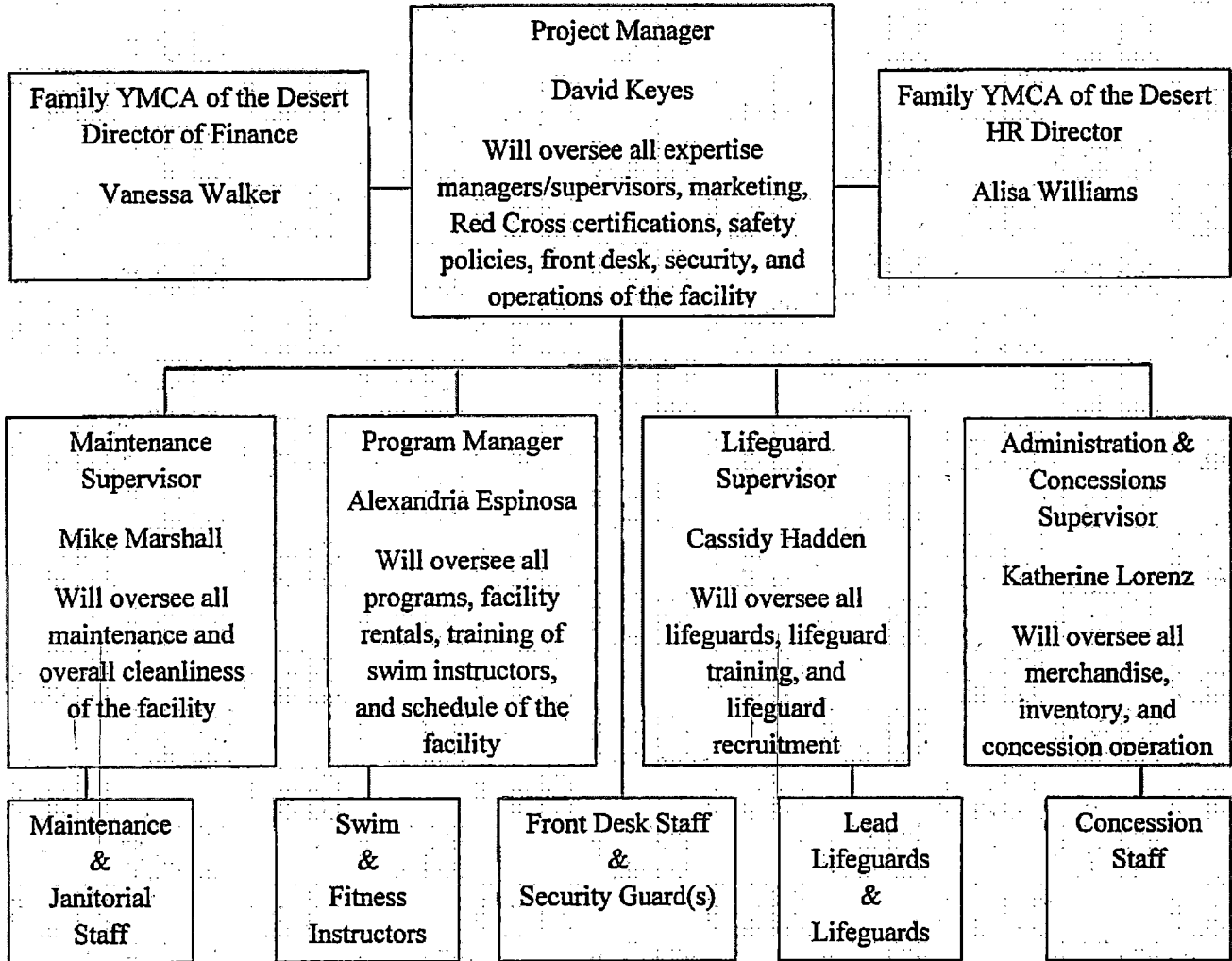
Carol (Boeddiker) Marx
707.812.3796

Tom Boeddiker
650.867.5449

Karen Creasey
760.218.3640



Project Staff Organization Chart



Water Slide(s)/ Pool Inspection Daily Operation

Date: _____

Technician: _____

BEFORE SLIDES ARE TURNED ON:

	Test "e" Stop for Proper Operation
	Clean and remove any trash or debris on stairs and platform
	Visually and Physically inspect stairway, ramps and tower structure for any lose bolts, joint movement, stair cracking, loose or missing caulk, and any other unsafe structural issues. Record and report any findings to proper maintenance personnel
	Walk/crawl both slides with bare feet. Check for debris or obstructions, chips or cracks, bubbles on slide surface, rough seems, and slide joints missing caulk material.
	Verify rubber guard over lip of closed slide entrance
	Check all signage intact and not faded (height, rules, occupancy, weight requirements)
	48" Height requirement ruler on base of stairs and top platform
	Check swimming pool water levels
	Check and Record Recreation Pool water sample, record in log book
	Verify Location of all related safety equipment (Backboard, Life Ring and Hook)
	Inspect and verify pool drains intact and not loose - Lifeguard required in water with bare feet

AFTER SLIDES ARE TURNED ON:

	Check and record slide flowmeters - Blue/Open:	White/Closed:
	Report any leaks in plumbing slide joints	
	Report any unsafe conditions to supervisor	
	Air Horn and Rescue Tube to top of slides guard station	

Weekly Cleaning Duties Check List

LLG Initials

..	Cleaning Duty	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
	Business Pathrooms							
C	Trash							
A	Restock							
C	Toilets							
C	Mirrors							
M	Sweep							
D	Spider Webs							
C	Hose							
C	Stainless Cleaning Table							
M	Brush White Tiles							
	Home Services Room							
C	Trash							
A	Restock							
C	Toilets							
C	Mirrors							
C	Sinks							
M	Sweep							
M	Brush White Tiles							
D	Spider Webs							
C	Hose							
C	Restock Urinal Mats							
M	Top of Window Lockers							
	Home Services Room							
C	Trash							
A	Restock							
C	Toilets							
C	Mirrors							
C	Sinks							
M	Sweep							
M	Brush White Tiles							
D	Spider Webs							
C	Hose							
M	Top of Window Lockers							
	Deck							
D	Trash Cans							
A	Trash Pick-up							
D	Drinking Fountain							
D	Windows (Inside & Out)							

D = Opening M = Mid-day C = Closing A = All

Weekly Cleaning Duties Check List

LLG Initials

<i>Cleaning Duty</i>	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
O Chairs							
M Tables							
O Spider Webs							
O/M Hose							
M Top of Inside Lockers							
Hallway Room							
O/M Trash							
O/M Restack Bathroom							
O/M Sweep Bathroom							
O/M Toilet							
O/M Sinks							
O/M Mirror							
O Vacuum Carpet							
O Chairs							
O Tables							
O Windows (Inside)							
Parking Lot							
A Trash Can							
O Windows							
A Trash Pick-up							
M Sweep Entryway							
M Hose Entryway							
O Bus Bells Coaches							
O Bus Bells Coaches							
First Aid Room							
A Trash							
A Restack Bathroom							
A Organize Bathroom							
A Sink							
A Toilet							
A Sweep							
A Tables							
A Refrigerator							
A Chairs							
A Lockers							
A Laundry							
A Organize Room							
A Restock 1st Aid Supplies							
A Restock/Close High Packs							

D = Opening AV = All-day C = Closing NE = Nil

Facility User/Staff Checklist

Facility: _____ Date: _____

Group: _____ Arrival Time: _____

Pre-use Inspection: Building is O.K. _____ / _____
Customer's Signature/PDAC Staff Signature

Pre-use Comments: _____

- _____ Set-up of the facility (staff)
- _____ Vacuum multi-use room floor (staff)
- _____ Wipe down multi-use room restroom (staff)
- _____ Empty trash bags into dumpster (staff)
- _____ Clean multi-use room windows (staff)
- _____ Put away tables and chairs (staff)

- _____ Tables: wipe clean (customer)
- _____ Chairs: wipe clean (customer)
- _____ Straighten furniture (customer)
- _____ Pick up trash (customer)
- _____ Bag and trash set outside door (customer)
- _____ Clean counters and appliances (customer)
- _____ Remove string, tape and covers from walls, chairs, tables and deck (customer)

- _____ Verify there are no nails, tacks, or push pins in multi-use room walls (customer/staff)
- _____ No Multi-use room carpet stains (customer/staff)

Post-Use Inspection: _____ Departure Time: _____

PDAC Staff Signature: _____

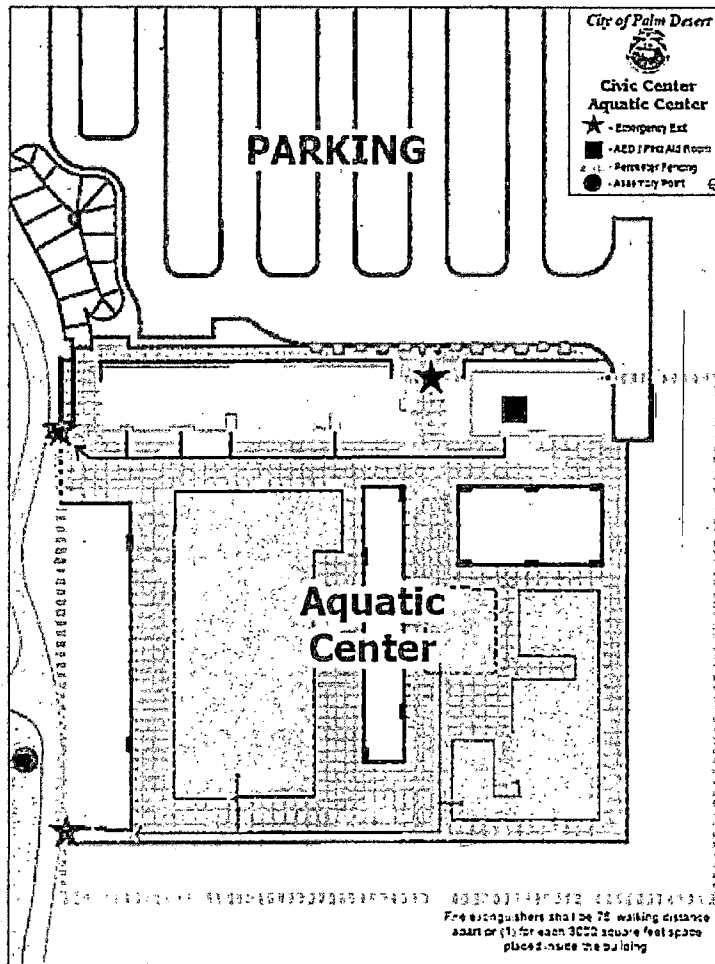
Customer Signature: _____

Post-use Comments: _____

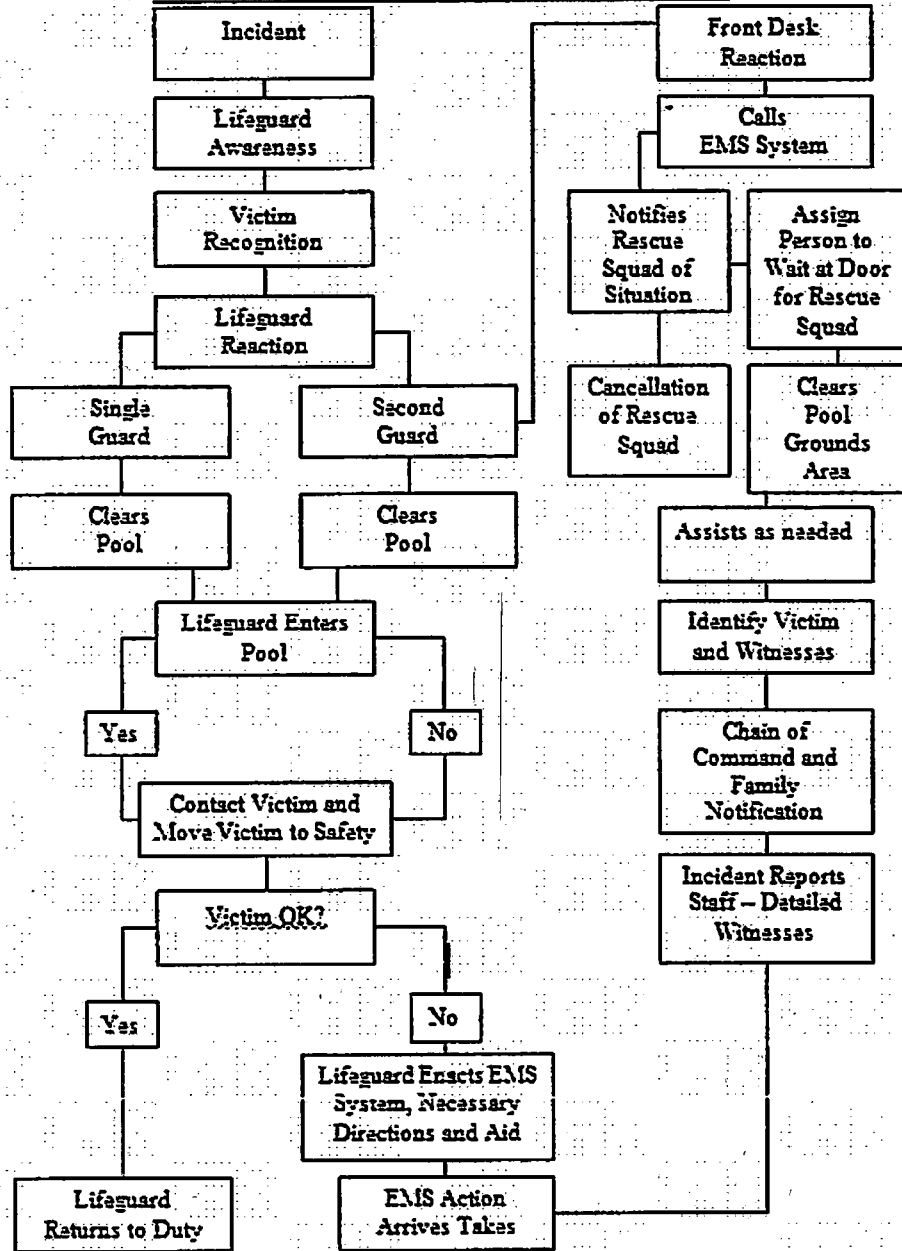
EVACUATION ROUTES

Evacuation route maps have been posted in each work area. The following information is marked on the evacuation maps:

1. Emergency exits
2. Primary and secondary evacuation routes
3. Location of fire extinguishers
4. Location of AED
5. Assembly points
6. Site personnel should know at least two evacuation routes.



EMERGENCY ACTION PLAN FLOWCHART



YMCA Palm Desert Aquatics Fecal Incident Response Log

Person Conducting Contamination Response						
Supervisor on Duty						
Date (mm/dd/yyyy) of Incident Response						
Time of Incident Response						
Water Feature or Area Contaminated						
Type/Form of Contamination in Water: Fecal Incident (Formed Stool or Diarrhea), Vomit, Blood						
Time that Water Feature was Closed						
Stabilizer Used in Water Feature (Yes/No)						
Water Quality Measurements						
	Level at Closure	1	2	3	4	Level Prior to Reopening
Free Residual Chlorine (1-4 are measurements spread evenly thru the closure time)						
pH (1-4 are measurements spread evenly thru the closure time)						
Date (mm/dd/yyyy) that Water Feature was Reopened						
Time that Water Feature was Reopened						
Total Contact Time (Time from when disinfectant reached desired level to when disinfectant levels were reduced prior to opening)						
Remediation Procedure(s) Used and Comments/Notes						

Annual Pool Tarp Training

Name: _____ Title: _____

Date: _____

Training Time: _____ am/pm TO _____ am/pm

-Staff Member use only-

I, _____, have become familiar with the operations of the tarp reels. I am confident in my knowledge concerning tarping and un-tarping the pools, covering the tarp reel, using the hand cranks, anchoring the reel with the safety stop, and having demonstrated this to my supervisor. I have properly demonstrated tarping procedures under my supervisor's supervision and will maintain all the rules from here forth.

-Tarp Supervisor use only below-

I, _____, do affirm that this employee has been visibly observed to have the ability to properly tarp on all pools. This employee has demonstrated the ability, knowledge, and confidence to use tarps in accordance with the Palm Desert Aquatic Center operating procedures and is authorized to tarp the pools.

Supervisor Signature: _____ Date: _____

-Un-Tarp Supervisor use only below-

I, _____, do affirm that this employee has been visibly observed to have the ability to properly un-tarp all pools. This employee has demonstrated the ability, knowledge, and confidence to use tarps in accordance with the Palm Desert Aquatic Center operating procedures and is authorized to un-tarp the pools.

Supervisor Signature: _____ Date: _____

Swim Tests

Here at the Palm Desert aquatics center we conduct swim tests for anyone under the age of 18 wanting to swim in the deep water or use the diving boards. Any lifeguard may conduct a swim test. On busy days, the swim tests are often conducted by a lifeguard or a supervisor in order to accommodate large groups at one time.

Frequently asked Questions

1. Who may take a swim test?

Any person under the age of 18 years old needs to take a swim test to swim in the deep water or use the diving boards.

2. Do I need a swim test if I want to go off of the diving boards?

Yes, if you are under the age of 18.

3. Do I need a swim test if I am 32 and want to go off of the diving boards?

No.

4. Do I need a swim test to swim in the shallow end of the big pool?

No.

5. Can a lifeguard ask a customer to re-take a swim test even if the lifeguard knows they were here before?

Yes.

6. What is the swim test?

A lifeguard may use any section of the pool to conduct a swim test. The test needs to include swimming the equivalent of 20yds, any type of stroke except backstroke. The person may swim with or without their face in the water. After completing the swim portion, treading water for 30 seconds is required. If they complete both tasks, they have passed the swim test.

7. What happens after they pass the swim test?

The lifeguard, who conducted the swim test, will issue a bracciel for the swimmer to wear throughout the day.

8. Do I need to take the swim test to go on the water slides?

No, but swimming ability is expected and 48" height is required.

9. Can I doggie paddle and pass the swim test?

It is up to the lifeguard conducting the test to determine if the swimmer is strong enough to be safe in deep water.

10. When is the swim test conducted?

On a busy day, swim tests are conducted on a regular schedule such as every 15 minutes, or every hour. However, a lifeguard may provide good customer service by offering a swim test at any time they are available to do so.

11. What if a customer does not pass the swim test?

They are not given a bracelet so they must swim in the shallow areas. They may try again at a future time.

PDAC Facility Use/Rental Rules

USERS agree to abide by and help enforce the following rules:

1. No alcohol and no smoking allowed on the premises or in parking lot.
2. No outside food, drinks (with the exception of bottled water), coolers, drugs, alcohol or glass containers are allowed within the facility.
3. The service or sale of food or refreshment will not be permitted on PDAC property except by written permission and with the acquisition of appropriate Health Code Permits.
4. Minimum rental usage of lanes shall be no less than one (1) hour.
5. A guest list must be provided to the PDAC front desk and kept current by USER.
6. Except for certified service dogs, animals are not permitted.
7. No structures, electrical modifications, mechanical apparatus, or any staples, nails, screws, or other similar devices may be erected on, installed on, or attached to aquatic center property.
8. Building and/or pool deck must be left cleaned, free of debris, and ready for next user within rental time. This means that the clean-up must begin ten minutes before the time that the area is to be vacated.
9. All equipment must be returned to its proper place.
10. Throwing objects such as balls or other items is not allowed outside of supervised activities.
11. CONTRACTOR or PDAC property is not to be removed from the premises.
12. USERS/Guests are not allowed to traffic in and out of the facility without getting a hand stamp from the front desk.
13. CONTRACTOR/CITY reserves the right to cancel any scheduled events without prior notice.
14. USER may provide locked cage to store limited team equipment within cage in facility storage units upon management approval.
15. The CONTRACTOR/CITY is not responsible for lost or stolen items or damage to property.
16. Cancellations due to weather conditions will be solely determined by the PDAC staff. In the event of an electrical storm, or lightning sighted, it is mandatory that an event be suspended and all people cleared from the pools for a minimum of 30 minutes.
17. USER may not enter rented facility space until the time stated in this agreement and must exit lanes at the end time stated on this agreement. USER will be charged to the next half hour if they over exceed their booked facility space by 10 minutes.
18. Coaches must be on the grounds before participants enter the water.
19. If USER intends to utilize rented space for anything other than what is listed in this contract, the CONTRACTOR'S consent is required.
20. Any and all USER coaches/referees/instructors/leaders **must hold appropriate certifications according to current industry standards.**
21. Any and all USER coaches/referees/instructors/leaders must be listed on this form.
22. All events must end by closing unless written prior approval is received by CONTRACTOR/CITY.
23. In the event that USER must terminate USER's contract, USER must notify CONTRACTOR in writing thirty (30) days prior to the cancellation date.
24. USER must follow all pool rules.

PDAC Facility Use/Rental Requirements

USERS agree to abide by the following space payment requirements:

1. USERS renting the facility on a consistent basis will be required to pay the full monthly rent by the **1st** of each month or by the date on the current invoice for the current month use.
2. Nonpayment may be sent to collections and may result in denial of subsequent applications for all future use of any PDAC facilities.
3. If the full monthly rent or any other charges are not received by the CONTRACTOR on or before **5 business days after** the full monthly rent due date, the USER must pay a **\$50.00** late fee in addition to the full monthly rent.
4. All payments must be received by the 5th business day of the immediate month following use. Note: if the payment is late on or before the 5th business day of the month the late fee will be charged.
5. A **\$150.00** security deposit is required upon acceptance by Contractor of this Facility Use Agreement to rent facilities. This deposit can be applied towards the first month's rent (if long term agreement is accepted) or be returned to USER within 2 working weeks following event providing no damage to property was incurred. Under certain approved circumstances, CONTRACTOR may waive the deposit.
6. Sub-letting of any and all space to any club or organization other than the USER appearing on this agreement is strictly prohibited.
7. Any facility space booked after hours may be subject to increased rates.
8. A **30 day advanced notice** is required for termination of this contract. The last month's rent payment will be expected to be paid in full.
9. A **24 hour notice** for lane or use additions and/or cancellations is required. If a 24 hour cancellation notice is not given the USER will be charged for lanes and/or use booked for that day. Contracts can be initiated with 24 hour notice, provided there is space available and all contract requirements are met, with an additional charge of three times the regular rental fee.
10. The accepted forms of payment are: Cash, Check*, Visa, MasterCard or American Express. Payments must be made at the Palm Desert Aquatic Center or mailed to The Family YMCA of the Desert Attn. Palm Desert Aquatic Center. 43930 San Pablo Drive Palm Desert CA, 92260
11. Return checks will incur a \$50.00 fee.
12. USER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. CONTRACTOR & CITY, their officers, officials, agents, and employees shall be included as insured on the policy. USER shall file certificates of such insurance with the CONTRACTOR/CITY which shall be endorsed to provide thirty (30) days' notice to the CONTRACTOR/CITY of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, CONTRACTOR/CITY may deny access to the facility. USER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with USER's use or occupancy of the CONTRACTOR/CITY facilities and adjoining property to the CONTRACTOR Manager or his/her designee, in writing and as soon as practicable.

13. USER waives any right of recovery against the CONTRACTOR/CITY, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. USER shall not charge results of "acts of God" to the CONTRACTOR/CITY its officers, employees, or agents.
14. USER waives any right of recovery against the CONTRACTOR/CITY, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with use or occupancy of the facility and adjoining property, even if the CONTRACTOR/CITY, its officers, employees, or agents seek recovery against USER.



CODE OF CONDUCT:

The Palm Desert Aquatic Center (PDAC) is owned by the city of Palm Desert, but the day-to-day management of the PDAC is operated by the Family YMCA of the Desert (YMCA). The City of Palm Desert provides the daily Admission Fee structure, the direction to bring in outside groups and teams, the finances to operate the facility, and input on some policy issues. The YMCA staff is in charge of setting operational policies and procedures, rules and regulations, and providing oversight of safety and use. Program fees (differing from daily Admission Fees) are set by the YMCA in consultation with the City of Palm Desert.

While on the deck of the PDAC, all patrons renting facility space must adhere to the following Code of Conduct:

1. The PDAC encourages an atmosphere of working together with mutual respect between staff and all patrons. We expect all patrons and staff member's to treat each other professionally, based on mutual respect, trust, and individual dignity.
2. It must be viewed to be a privilege to use or work at the Aquatic Center. Failure to utilize or work at the facility professionally, or discuss issues professionally can result in dismissal from the PDAC.
3. Bullying will not to be tolerated in any form. (as defined by USA Swimming)
4. Aggressive and/or abusive behavior and/or profanity is not permitted.
5. The Aquatic Manager or her/his designee has complete authority to close the pool if safety is a concern or for the following reasons:
 - Water temperature
 - Unsafe Weather Conditions
 - Water quality
 - Structural, equipment failure, or maintenance requirements
 - Full facility rental or special program use warranting a closure
6. The Aquatic Manager or her/his designee will make concerted efforts to communicate pool schedules, maintenance issues, and pertinent information to coaches and patrons. Please direct all concerns and/or questions to the Aquatic Manager.
7. For all user groups that are coached: Coaches must sign in at the front desk upon arrival. All subsequent program users are also required to check-in at the front desk upon arrival.
8. Swimmers with a group/team swimming in rented space are not allowed to enter the water until a coach is present on deck.
9. All program coaches must sign off on Lane Use Sheet following program use.
10. All patrons must comply with facility rules, policies, and procedures at all times.
11. All user groups are expected to be considerate and clean up after use while at the PDAC.
12. In the interest of swimmer safety, coaches and patrons must refrain from engaging in conversation with or distracting lifeguards while they are on duty.
13. It is expected that all coaches, staff, and users give and distribute accurate and true information regarding the PDAC facility, the users of the facility and the use of the facility.

- 14. Coaches are responsible for the behavior of their swimmers; and their team members (including swimmers and family members) present during rented lane space use times.
- 15. Any coach or patron hearing or seeing unprofessional behavior of lifeguards or other staff should report behavior to the Aquatic Manager or his/her designee as soon as practical.
- 16. Any coach or patron hearing or seeing unprofessional behavior of the Aquatic Manager should report behavior to the City Manager or his/her designee as soon as practical.
- 17. Failure to display appropriate behavior or to comply with facility rules, policies, or procedures can result in either temporary or permanent expulsion.

I have read and understand Palm Desert Aquatic Center's Code of Conduct:

Coach/Instructor Title: _____

Coach/Instructor Name: _____

Coach/Instructor Signature: _____

Date: _____

Aquatic Manager Signature: _____

Date: _____

25 Yard - Recreational Pool

- \$8.00 per lane per hour 25 yard short course (25 yards)
 - \$85.00p/hr.* / \$110.00p/hr.** for slides
 - \$80.00p/hr.* / \$105.00p/hr.** for 25 yard short course lane use (all five lanes) with zero depth pool (does not include therapy/catch pool)
- For use of the entire recreational pool with slides:
- \$155.00p/hr.* / \$180.00p/hr.** for less than 50
 - \$180.00p/hr.* / \$205.00p/hr.** for 51-75
 - \$205.00p/hr.* / \$230.00p/hr.** for 76-100
 - \$230.00p/hr.* / \$255.00p/hr.** for 101-125

Please call for groups larger than 125 people

General Pool Information

- The two slides can be used with this pool (one closed tube slide and one open tube slide)
- Pool may be used in three separate sections:
 - zero depth entry wading pool (typically used for disability class and parent-child classes)
 - One therapy pool (typically used for therapy and aerobic exercises)
 - (5) 25 yard short course lanes typically used for lap swim
- Pool typically operates at a temperature of 84 degrees.

Splash Playground:

- \$80.00p/hr.* / \$105.00p/hr.**

* Palm Desert Resident / ** Non-Resident

50 Meter Competitive Pool

- \$8.00 per lane per hour short course (25 yards, non-exclusive pool use)
- \$10.00 per lane per hour long course (50 meters, non-exclusive pool use)

Exclusive use of the shallow section:

- \$35.00p/hr.* / \$45.00p/hr.**

Exclusive use of the diving boards:

- \$80.00p/hr.* / \$105.00p/hr.**

Exclusive use of the entire 50 meter competition pool without diving boards or starting blocks:

- \$330.00p/hr.* / \$430.00p/hr.**

Exclusive use of the entire 50 meter competition pool with diving boards and/or starting blocks:

- \$380.00p/hr.* / \$505.00p/hr.**

General Pool Information

- Pool may be turned into (16) 25 yard short course lanes or (8) 50 meter long course lanes
- Pool has (2) 1 meter diving boards and (2) 3 meter diving boards
- Pool is 3'6" to 4'6" at the shallow end and progresses to 15'6" at the deepest end
- Pool typically operates at a temperature of 81 degrees

* Palm Desert Resident / ** Non-Resident

Full Facility Rental

- \$600.00 p hr.* \$750.00 p hr.**
- Full facility rental includes recreation pool, 50m pool, diving boards, water slides, splash playground, locker rooms, and multiuse room.
- Full facility rentals are made by request, and approval must be granted.
- A minimum of 2 hours must be rented.

Home Team Swim Meet Rental Rates

- Home team meet fee is \$2600.00 for the day. This includes 4 lifeguards, 1 Manager on Duty, Shift Supervisor, 1 Front Desk staff
- Facility management reserves the right to require additional lifeguards at \$20 per hr.

* Palm Desert Resident / ** Non-Resident

In-Service Training 2018 Dates and Policy

January 13th (5:15p-7:15p)

July 14th (7:15p-9:15p)

February 10th (5:15p-7:15p)

July 28th (7:15p-9:15p)

March 10th (5:15p-7:15p)

August 18th (7:15p-9:15p)

April 14th (5:15p-7:15p)

September 15th (5:15p-7:15p)

May 12th (5:15p-7:15p)

October 13th (5:15p-7:15p)

May 26th (5:15p-7:15p)

November 10th (5:15p-7:15p)

June 14th (5:00p-9:00p)

December 15th (5:15p-7:15p)

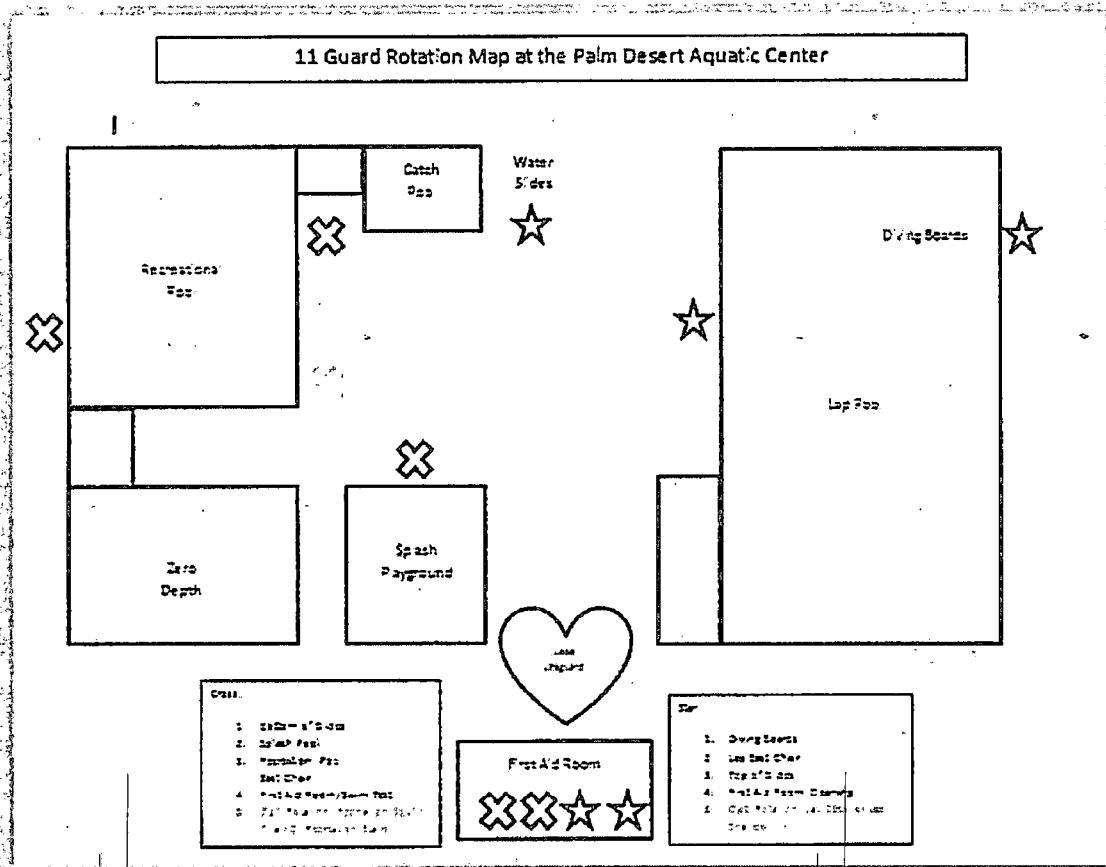
Regular In-service training is designed to help you maintain your knowledge and skills at a professional level. It also gives you a chance to practice with other lifeguards at your facility. This will help you to efficiently respond as a team in an emergency. – American Red Cross Lifeguarding Manual 2017

OUR IN-SERVICE ATTENDANCE GOAL FOR 2018: 96%

All staff must attend the scheduled in-services throughout the year. You may be excused from 2 in-services per year and only 1 of those excused absences may happen during the months (May – August). June 14th is a mandatory in-service for all employees.

2018 In-Service Training Schedule

<p align="center">January 13th CAP (review/first time) Chapter 10 - First Aid Extrications w/CPR</p>	<p align="center">February 10th Chapter 3 - Surveillance and Recognition Spinal</p>	<p align="center">March 10th Chapter 9 - Cardiac Emergencies Rule/Policy Enforcement SWIM</p>	<p align="center">April 14th Chapter 2 - Facility Safety Reports and Forms Fecal Contamination Simple Active Rescues</p>
<p align="center">May 12th Chapter 11 - Caring for Head, Neck Spinal Injuries Scanning Drills/Zone Coverage Spinal</p>	<p align="center">May 26th Chapter 1 - The Professional Lifeguard Chapter 7 - Before Providing Care and Victim Assessment SWIM Rule/Policy Enforcement</p>	<p align="center">June 14th All Staff In-Service CAP (first time) EAP drills w/ Front Desk Staff Attendance Policy/Calling Out</p>	<p align="center">July 14th Chapter 4 - Injury Prevention Chapter 10 - First Aid Policies and Procedures SWIM</p>
<p align="center">July 28th Chapter 9 - Cardiac Emergencies CPR Practice</p>	<p align="center">August 18th Water Polo Set-up Paper Plate Awards Weather Reminder</p>	<p align="center">September 15th Chapter 3 - Surveillance and Recognition Stroke/Heart Attack SWIM</p>	<p align="center">October 13th Tarp Training</p>
	<p align="center">November 10th Chapter 9 - Cardiac Emergencies Extrications w/CPR SWIM fully clothed</p>	<p align="center">December 15th Chapter 1 - The Professional Lifeguard Chapter 8 - Breathing Emergencies Conscious and Unconscious Choking SWIM</p>	



Tue Feb 6	5:30am – 7:00am	Ⓢ Piranhas - Lap Pool Lanes 6-8 Ⓢ Ⓢ
	8:15am – 9:15am	Ⓢ Restorative Yoga - Multi-Use Room Ⓢ Ⓢ
	8:50am – 9:45am	Ⓢ Deep Water Exercise - Lap Pool Lanes 12-16 Ⓢ Ⓢ
	10:00am – 10:45am	Ⓢ Arthritis Water Exercise - Rec. Pool Ⓢ Ⓢ
	11:00am – 4:00pm	Ⓢ Desert Swim Academy - Rec. Pool Lane 5 Ⓢ Ⓢ
	3:15pm – 5:45pm	Ⓢ Xavier Water Polo - Lap Pool Lanes 9-16 Ⓢ Ⓢ
	3:30pm – 5:00pm	Ⓢ PDSC - Lap Pool Lanes 1-8 Ⓢ Ⓢ
	4:00pm – 5:00pm	Ⓢ PDSC - Rec. Pool Lanes 1-3 Ⓢ Ⓢ
	4:00pm – 5:00pm	Ⓢ Desert Swim Academy - Rec. Pool Lanes 4 Ⓢ Ⓢ
	5:00pm – 6:00pm	Ⓢ PDSC - Lap Pool Lanes 1-6 Ⓢ Ⓢ
	5:00pm – 6:00pm	Ⓢ Desert Swim Academy - Rec. Pool Lane 5 Ⓢ
	6:00pm – 6:30pm	Ⓢ PDSC - Lap Pool Lanes 3-6 Ⓢ Ⓢ
	6:00pm – 7:00pm	Ⓢ Tritons - Lap Pool Lanes 9 & 10 Ⓢ Ⓢ
	6:15pm – 7:00pm	Ⓢ Shallow Water Exercise - Shallow End & Lanes 1 & 2 Ⓢ Ⓢ

Wed Feb 7	5:30am – 6:30am	Ⓢ Tritons - Lap Pool lanes 7 & 8 Ⓢ Ⓢ
	8:00am – 10:00am	Ⓢ Tritons - Lap Pool Lane 3 Ⓢ Ⓢ
	9:00am – 9:45am	Ⓢ Shallow Water Bootcamp - Rec. Pool Ⓢ Ⓢ
	10:50am – 11:45am	Ⓢ Deep Water Boot Camp - Lap Pool Lanes 12-16 Ⓢ Ⓢ
	11:00am – 12:00pm	Ⓢ PDAC Masters - Lap Pool Lanes 6-8 Ⓢ Ⓢ
	11:00am – 1:00pm	Ⓢ Management Meeting - Multi-Use Room Ⓢ Ⓢ
	3:00pm – 5:00pm	Ⓢ PDSC - Lap Pool Lanes 1-6 Ⓢ Ⓢ
	3:15pm – 5:45pm	Ⓢ Xavier Water Polo - Lap Pool Lanes 10-16 Ⓢ Ⓢ
	3:30pm – 4:30pm	Ⓢ PDAC Rec. Swim Team - Lap Pool Lanes 7-9 Ⓢ Ⓢ
	4:00pm – 6:00pm	Ⓢ PDSC - Lap Pool Shallow End Lane A Ⓢ Ⓢ
	5:00pm – 6:00pm	Ⓢ PDSC - Lap Pool Lanes 1-8 Ⓢ Ⓢ
	6:00pm – 7:30pm	Ⓢ Piranhas - Lap Pool Lanes 1 & 2 Ⓢ Ⓢ
	6:00pm – 8:00pm	Ⓢ Scorpions Water Polo - Lap Pool Lanes 7-16 Ⓢ Ⓢ
	6:30pm – 7:30pm	Ⓢ Piranhas - Lap Pool Lanes 3-6 Ⓢ Ⓢ
	7:00pm – 8:00pm	Ⓢ Tritons - Lap Pool Lane 4 Ⓢ Ⓢ

50 Meter Pool

Monday 4/2/18																			
Time	Lanes																		
	Shallow	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
5:30am	X	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Tritons 5:30-6:30		X									
6:00am		m	m	m	m	m	m	Lap Swi	Lap Swi										
6:30am		m	m	m	m	m	m	Lap Swi	Lap Swi										
7:00am		LC	LC	LC	LC	LC	LC	LC	LC										
7:30am	Turning Pool																		
8:00am	Open	COD 8:00-9:15								Lap Swi	Lap Swi	Lap Swi	Lap Swi						
8:30am		COD 9:30-10:45								Lap Swi	Lap Swi	Lap Swi	Lap Swi						
9:00am									Set-Up for Diving				Lap Swi	Lap Swi	Lap Swi				
9:30am									Diving Boards 11:00-3:00				Lap Swi	Lap Swi	Lap Swi				
10:00am	A	Deep Water Boot Camp 11:00-11:45				PDAC USMS				Lap Swi									
10:30am		Tritons		Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi										
11:00am		Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
11:30am		Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
12:00pm		Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
1:30pm										Rec. Swim Team 3:30-4:30		Lap Swi	Xavier Swim Team 3:15-4:45						
2:00pm										ope	ope	Lap Swi	Lap Swi	Lap Swi	Lvl. 4/5				
2:30pm										PDSC 5:00-6:00				Lap Swi	Lap Swi	Lap Swi	Lvl. 4/5		
3:00pm										PDSC 6:00-6:30									
3:30pm		Piranhas 6:00-7:30		Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi										
4:00pm	Swi Swi		Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
4:30pm			Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
5:00pm			Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
5:30pm			Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
6:00pm			Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
6:30pm			Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
7:00pm			Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
7:30pm			Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi											
8:00pm	Shallow	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		

Rec Pool/Multiuse Room

Monday 4/2/18																
Time	Lanes										Zero Depth	Catch Pool	Splash Pool	Slides	Multiuse Room	Time
	1	2	3	4	5	6	7	8	9	10						
5:30am	Closed										Closed	Closed	Closed	Open	5:30am	
6:00am															6:00am	
6:30am															6:30am	
7:00am															7:00am	
7:30am															7:30am	
8:00am	Shallow Water Boot Camp 8:00-9:45										Closed	Closed	Closed	Open	8:00am	
8:30am															8:30am	
9:00am	Closed										Closed	Closed	Closed	Open	9:00am	
9:30am															9:30am	
10:00am	Closed										Closed	Closed	Closed	Open	10:00am	
10:30am															10:30am	
11:00am					ALTS						Open	Closed	Closed	Open	11:00am	
11:30am															11:30am	
12:00pm											Open	Closed	Closed	Open	12:00pm	
12:30pm															12:30pm	
1:00pm	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi					Open	Closed	Closed	Open	1:00pm	
1:30pm															1:30pm	
2:00pm											Open	Closed	Closed	Open	2:00pm	
2:30pm															2:30pm	
3:00pm											Open	Closed	Closed	Open	3:00pm	
3:30pm															3:30pm	
4:00pm											Open	Closed	Closed	Open	4:00pm	
4:30pm															4:30pm	
5:00pm					YSL						Open	Closed	Closed	Open	5:00pm	
5:30pm					ALTS										5:30pm	
6:00pm					Lap Swi						Open	Closed	Closed	Open	6:00pm	
6:30pm	Swim	Swim	Swim	Swim	Lap Swi					6:30pm						
7:00pm											Open	Closed	Closed	Open	7:00pm	
7:30pm															7:30pm	
8:00pm											Open	Closed	Closed	Open	8:00pm	
															8:00pm	

Swim Lesson Evaluation Form

Thank you for joining the Palm Desert Aquatic Center this session we have enjoyed working with you and we hope to see you again!

Please fill out this evaluation of our program as we would love any feedback provided! Thank you and have a great day!

Participant Name:

Participant Class time:

Participant Class name (Please circle):

Parent-child	A	B							
Pre-school	1	2	3						
Level Team	1	2	3	4	5				Rec.

Instructor Name:

Date:

Did your child enjoy his/her instructor? (1 lowest, 10 highest)

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

Did your child's swimming abilities improve while in the session?

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

Did your child enjoy this class?

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

Was the instructor on time and prepared for the lesson?

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

Would you return for another session? Yes No

Would you recommend this program to a friend? Yes No

Any additional comments:



Program Registration Form

73-751 Magnesia Falls Drive, CA, 92260
Phone: (760) 363-7467. Website: www.pdpool.com

Name	Age	Sex	DOB
Program/Class	Program/Class		
Participant			

Home Address	Home Phone	Work Phone	Cell Phone
City	State	Zip Code	Home Co. District No.
Current Name (if different from 12 years of age)	DOB	Sex	Home Co. District No.
Current Number (if different from 12 years of age)	DOB	Sex	Home Co. District No.

LIST ALL CHILD RELATIVE ADULTS/EMERGENCY CONTACTS BELOW

Name	Relationship	Home Phone Number	Cell Phone Number

IN ORDER TO AFFILIATE WITH THIS FACILITY, YOU MUST COMPLETE THE FOLLOWING INFORMATION FOR THE STAFF:

Are you a member of another organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a driver's license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever been arrested?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a criminal record?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have a current passport?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a current passport photo?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you a member of another organization?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a driver's license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have a current passport?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a current passport photo?	<input type="checkbox"/> Yes <input type="checkbox"/> No

PHOTO RELEASE AND MEDIA RIGHTS
I, _____, hereby authorize the YMCAs to use my name, photograph, and likeness in any and all promotional and public relations materials for the YMCAs of the Palm Desert area, including but not limited to newspapers, magazines, radio, television, and other media. I understand that this authorization is irrevocable and that I will receive no compensation for this release.

WARRANTY OF FITNESS
I, the undersigned, warrant that I am in good physical condition and do not suffer from any disability which would prevent or limit my participation in this exercise program. I understand that all forms of exercise involve some risk of injury. I certify that I will inform my treating physician about this class, discuss the risks and benefits of the class with my physician, and obtain the approval of my physician to participate. I agree to keep my physician informed of the effects of this class on my body. I understand that without permission from my treating physician, I should not participate in this or any exercise program. I also understand that there is no requirement to perform all of the class exercises and that I can stop participating in this class at anytime.

Fitness Class Release of Liability

I, _____ request enrollment in the Fitness class to be held at the Palm Desert Aquatic Center. This program contains strenuous physical activity including, but not limited to, aerobic exercise, resistance training, and stretching for flexibility on land or in three feet to fifteen feet of water. I hereby affirm that I am in good physical condition and do not suffer from any disability which would prevent or limit my participation in this exercise program.

I fully understand that, although the risk of injury is low, I may injure myself as a result of my participation in a fitness class including, but not limited to, heart attack, muscle strains, pulls, or tears, joint injury, lower back, foot injuries, and any other illness, soreness, or injury however caused occurring during or after my participation in the exercise program.

During class, I agree to limit my activity to a level that is comfortable to me and stop all activity if I feel uncomfortable. I will notify the class instructor and my physician if the class causes any discomfort to myself. I understand that all forms of exercise involve some risk of injury.

I certify I will inform my treating physician about this class, discuss the risks and benefits of the class with my physician, and obtain the approval of my physician to participate. I agree to keep my physician informed of the effects of this class on my body. I understand that without permission from my treating physician, I should not participate in this or any exercise program. I also understand that there is no requirement to perform all of the class exercises and that I can stop participating in this class at anytime.

I, on behalf of myself and my heirs hereby:

1. Acknowledged that (i) I have read this document, (ii) I have inspected the YMCA facilities and equipment, (iii) I accept them as being safe and reasonably suited for the purposes intended and (iv) I voluntarily sign this document.
2. Release the YMCA, its directors, officers, employees and volunteers (collectively "Releasers") from all liability to me for any loss or damage to property or injury or death to person, whether caused by Releasers or otherwise and while such minor is in or near the YMCA.
3. I agree not to sue Releasers for any loss, damage, injury or death described above and I will indemnify and hold harmless Releasers and each of them from any loss, liability, damage or cost they may incur due to my presence in the program, whether caused by the negligence of Releasers or otherwise.
4. I assume full responsibility for, and risk of, bodily injury, death or property damage due to the negligence of Releasers or otherwise.
5. **PHOTO RELEASE:** I give my permission to the Family YMCA of the Desert to use pictures of me or other likeness in any of the YMCA's general publicity and campaign materials.

Signature of participant

Date:

Fee Schedule:

General Admission

Adult (13-59)
 Palm Desert Resident - \$4.00
 Non-Resident - \$6.00

Youth/Senior (6-12 & 60+)
 Palm Desert Resident - \$3.00
 Non-Resident - \$4.50

Junior (2-5)
 Palm Desert Resident - \$2.50
 Non-Resident - \$3.75

Programs

Water Exercise Drop-In
 Palm Desert Resident - \$6.00
 Non-Resident - \$8.00

Masters Swim Drop-In
 \$10.00

Restorative Yoga Drop-In
 \$15.00

Passes

Adult Punch Card 25
 Palm Desert Resident - \$94.00
 Non-Resident - \$142.00

Youth/Senior Punch Card 25
 Palm Desert Resident - \$65.00
 Non-Resident - \$98.00

Adult 3 Month Pass
 Palm Desert Resident - \$150.00
 Non-Resident - \$225.00

Youth/Senior 3 Month Pass
 Palm Desert Resident - \$110.00

Non-Resident - \$165.00

Adult Annual Pass
 Palm Desert Resident - \$550.00
 Non-Resident - \$825.00

Youth/Senior Annual Pass
 Palm Desert Resident - \$420.00
 Non-Resident - \$630.00

Water Exercise Pass
 Palm Desert Resident - \$65.00
 Non-Resident - \$85.00

Masters Monthly Pass
 Adult - \$50.00
 Student (COD & CSUSB) - \$40.00

Fitness Pass
 (All Fitness Classes & Lap Swim)
 \$99.00

Group Swim Lessons

Palm Desert Resident - \$60.00
 Non-Resident - \$80.00

Private Swim Lessons

½ hr. Palm Desert Resident - \$30.00
 ½ hr. Non-Resident - \$40.00

1hr. Palm Desert Resident - \$50.00
 1hr. Non-Resident - \$60.00

½ hr. 10pk. Palm Desert Resident - \$270.00
 ½ hr. 10pk. Non-Resident - \$360.00

1hr. 10pk. Palm Desert Resident - \$450.00
 1hr. 10pk. Non-Resident - \$540.00

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Family YMCA of the Desert
 Palm Desert Aquatic Center Cost Proposal 2018-2019

Salaries	\$Cost
Salaries Manager	65,000
Salaries Instructors	99,948
Salaries Life Guards	299,713
Salaries Concession	22,870
Salaries Supervisor Programs	51,000
Salaries LG Supervisor	50,000
Salaries Customer Service	80,518
Salaries Pool Admin	37,621
Salaries Maintenance Supervisor	60,000
Salaries Maintenance/Janitor	20,550
Salaries Security	10,638
Health Insurance	22,500
Retirement	21,090
Payroll Tax	61,036
Unemployment Expense	19,946
Workers Comp Expense	39,893
Total Salaries	962,323

Totals	\$Cost
Total Salaries	962,323
Total Other Expenses	279,275
Total Salaries/Other Expense	1,241,598

Other Expenses	\$Cost
Office Supplies	3,000
Janitorial Expense	5,900
Supplies First Aid	1,000
Program Supplies	6,514
Concession Supplies	2,500
Food Expense	18,500
Beverage Expense	6,500
Merchandise/Soft Goods	7,000
Managers Cell Phone Expense	216
Fingerprints/Medical Clearance	2,000
Maintenance & Repair Building	17,200
Rental Equipment	1,000
Other Special Event Expense	800
P/R Marketing Expense	200
Printing	900
Transportation Expense	425
Training/Conference	3,500
Dues/Organizational	175
Bank Charges	9,085
Insurance Expense	21,960
Miscellaneous Expense	700
Employment Promo/Staff Appraisal	400
Employee Uniform Expense	4,800
Management Fee	112,500
Administration Cost	52,500
Total Other Expenses	279,275

25. P/R Marketing – This has not always been needed but at times additional marketing is utilized.
26. Printing – Rack cards printed for the 3 seasons.
27. Transportation – Reimbursement for staff that go out to pick up supplies, food, beverage or go to a meeting/training.
28. Training/Conference – Planning for Title 22 trainer certification, lifeguard instructor trainer certification, water safety instructor trainer certification, adult learn to swim instructor, and heat exchanger training.
29. Dues – Cost to renew Costco membership.
30. Bank Charges –These are the fees for credit card services and bank activity fees.
31. Insurance Expense – This is an estimate based on prior year.
32. Miscellaneous –This line item is needed at times; therefore a small amount has been budgeted.
33. Employment Promo – This is to recognize employee of the month, and to reimburse items for employee meetings.
34. Employee Uniform –Uniform expense not only includes shirt and shorts but also items such as whistle, badge, rescue tube and hip pack.
35. Management & Administration – An analysis was completed based on number of hours that administration dedicates to PDAC for areas such as Human Resources and Finance. Additionally costs for computer support; office supplies, audit costs, utilities and P/R Marketing have been incorporated. Reflecting back to the original reimbursement amount set in 2013, a 25% increase is needed.

TO: Johnny Terfehr

FROM: David Keyes – Aquatics Manager
Rob Ballew – Executive Director
Vanessa Walker – Director of Finance

2018-2019 COST PROPOSAL NARRATIVE

SALARIES:

1. Manager – No increase added.
2. Instructors – This increase is due to state pay increases and additional private swim lessons that we plan on having.
3. Life Guards – Less staff are budgeted as a new Supervisor will take on additional duties, but due to pay increases this line item has increased.
4. Concessions – Only needed March – Sept. when concessions is open.
5. Supervisor Programs – Oversees all lane/facility rentals, supervises swim and fitness instructors and completes trainings for staff.
6. Lifeguard Supervisor – Supervises all lifeguards and serves as back up for administration.
7. Customer Service – Only state pay increases were added; staffing stayed steady.
8. Pool Admin – Hourly full time position to complete deposit, oversee inventory and purchase food, beverage and retail items. Oversees concessions staff during season.
9. Maintenance Supervisor/Janitor/Security – This includes the Maintenance Supervisor with a needed increase, staff that clean the facility and security needed during season.
10. Health Insurance – This is an estimate based on prior year as new rates have not been completed.
11. Retirement – Retirement is only for full time employees that have worked over 1,000 hours in 2 consecutive years. They earn 8% in retirement benefits.
12. Payroll Tax/Unemployment – Calculated at current rates.
13. Workers Comp Expense – We have yet to receive updated rates. Budgeted based on prior year actuals.

OTHER EXPENSES:

14. Office Supplies – David feels that based on their current needs; this is accurate.
15. Janitorial – This is budgeted to only go up slightly.
16. First Aid – Expenses slightly higher due to needs.
17. Program Supplies – This is budgeted to only go up slightly as we would like to purchase new mannequins for the Red Cross/Lifeguard Certification classes.
18. Concessions/Food/Beverage – Kept consistent to prior year.
19. Merchandise – This has gone up as there have been more need for kick boards, goggles and pull buoys.
20. Cell Phone – Budget amount decreased. Will only be needed to reimburse 25% of David's phone.
21. Fingerprint/Medical Clearance – Every new hire must be fingerprinted and TB tested.
22. Maintenance & Repair – Staying close to prior year actual.
23. Rental Equipment – This is for the purchase of fins, life vests, locks, kickboards, and life buoys. Purchases made in the spring and summer.
24. Other Special Event – Items purchased in the fall for Y Be Fit and in the spring for the Underwater Easter Egg Hunt.