

**AMENDMENT NO. 8 TO CONTRACT NO. C36620 – PROFESSIONAL SERVICES FOR
MANAGEMENT AND STAFFING OF THE PALM DESERT AQUATIC CENTER
BETWEEN THE CITY OF PALM DESERT AND FAMILY YMCA OF THE DESERT**

1. Parties and Date.

This Amendment No. 8 to Contract No. C36620 – Professional Services for Management and Staffing of the Palm Desert Aquatic Center is made and entered into as of this 1st day of July 2025, by and between the City of Palm Desert (“City”) and Family YMCA of the Desert, a Nonprofit Organization with its principal place of business at 43930 San Pablo Avenue, Palm Desert, CA 92260 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled Contract No. C36620 – Professional Services for Management and Staffing of the Palm Desert Aquatic Center dated May 10, 2018 (“Agreement”) for the purpose of retaining the services of Consultant to provide Management and Staffing of the Palm Desert Aquatic Center.

2.2 Amendment. The City and Consultant desire to amend the Agreement to update several terms.

2.3 Amendment Authority. This Amendment No. 8 is authorized by Section 26 of the Agreement.

3. Amendments.

3.1 Exhibit “A.” A new Exhibit “A” entitled Scope of Services, which details Consultant’s responsibilities in the management and operation of the Aquatic Center, is hereby incorporated into this Agreement. The new Exhibit “A” is attached hereto and made a part of the existing Agreement by this reference. The new Exhibit “A” replaces, in its entirety, the existing Exhibit “A,” which was attached to Amendment No. 7.

3.2 Term. Section 1.1. of the Agreement is amended to read as follows:

“(1.1) The term of this Agreement commenced on July 1, 2018 (“Commencement Date”) and continues with extensions through June 30, 2025. This Amendment No. 8 further extends the term of this Agreement from July 1, 2025 through June 30, 2030 (“Termination Date”).”

3.3 Term Extensions. Section 1.2 of the Agreement is amended to read as follows:

“(1.2) The City, at its option, may extend the term of this Agreement for up to three (3) one-year 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.”

3.4 Representatives. Section 8 of the Agreement is amended to read as follows:

“(8) 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. Furthermore, the designated representatives to act on each Party’s behalf for correspondence and day-to-day administration of this Agreement are as follows:

CITY: Chris Escobedo, Assistant City Manager
73510 Fred Waring Dr.
Palm Desert, CA. 92260

CONSULTANT: Aquatics Manager
73751 Magnesia Falls Drive
Palm Desert, CA 92260

3.5 Termination. Section 10 of the Agreement is amended to read as follows:

“(10) Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach. A “material breach” shall include, but is not limited to, the following: (a) failure to perform its obligations under this Agreement in a timely and competent manner; (b) engaging in fraudulent or dishonest conduct that is detrimental to the interests of the other Party; (c) violation of any applicable laws or regulations in the conduct of its business; (d) repeated instances of failure to comply with the terms of this Agreement. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Consultant may, by written notice to City, terminate this Agreement at any time and without cause by giving written notice to City of such termination, and specifying the effective date thereof, at least one hundred eighty (180) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been completed before the effective date of termination in a manner consistent with professional standard of care. The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.”

3.6 Management Fee. Section 15 of the Agreement is amended to read as follows:

“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 \$14,824.10 per month. The Fixed Management Fee shall be paid monthly, in arrears, within 30 days of receipt of the invoice. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario, CA or 5%, whichever is lower.”

3.7 Unemployment Cost Reimbursement. A new Section 15.1 is added to the Agreement to read as follows:

“(15.1) Unemployment Cost Reimbursement. The City anticipates that the Aquatic Center will be closed for a capital improvement project, including but not limited to the replacement and upgrade of the pump room, in or about November-December 2025 (“Project”). In the event that the Aquatic Center is closed to allow for work on the Project, City agrees to reimburse Consultant for unemployment benefits incurred by eligible employees resulting from said closure. To qualify for reimbursement under this provision, Consultant must provide documentation that demonstrates the eligibility of affected employees for unemployment benefits in accordance with state and federal laws. Upon receipt of the documentation from the Consultant regarding eligible employees and associated unemployment costs, the City shall review the submission within thirty (30) business days. City will reimburse the Consultant for approved unemployment costs within sixty (60) days of submission, provided all eligibility requirements and documentation are satisfactorily met. City’s reimbursement obligation under this provision shall be limited to the actual unemployment benefits paid to eligible employees directly attributable to the closure period. The City shall not be liable for any additional costs incurred by the Consultant, including but not limited to administrative fees, legal costs, or any benefits beyond unemployment compensation. In addition to the indemnification obligations in Section (23) of this Agreement and otherwise found throughout the Agreement, the Consultant agrees to indemnify and hold harmless the City, its directors, officials, officers, employees, volunteers, and agents from any claims, liabilities, or damages incurred as a result of unemployment claims arising from this closure, except for instances of negligence or willful misconduct by City. City shall not be responsible for any unemployment claims that arise from employee misconduct or termination for cause. City’s obligation to reimburse unemployment costs under this provision shall terminate if: (a) Consultant fails to provide the required documentation or fails to notify the City within the established timeframe; or (b) Consultant refuses to accept unemployment reimbursements or fails to comply with any state or federal regulations regarding unemployment claims. City and the Consultant agree to work together in good faith for the duration of the Project that affects this closure period and in regard to the corresponding unemployment reimbursement obligations under this provision.”

4. Additional Terms.

4.1 Continuing Effect of Agreement. Except as stated and amended by this Amendment No. 8, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 8. From and after the date of this Amendment No. 8, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 8.

4.2 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 8.

4.3 Severability. If any portion of this Amendment No. 8 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

4.4 Counterparts. This Amendment No. 8 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 8 to the CONTRACT NO. C36620 – PROFESSIONAL SERVICES FOR MANAGEMENT AND STAFFING OF THE PALM DESERT AQUATIC CENTER as of the day and year first above written.

CITY OF PALM DESERT

FAMILY YMCA OF THE DESERT

Approved By:

L. Todd Hileman
City Manager

Paula Simonds,
CEO

Attested By:

Anthony J. Mejia
City Clerk

Approved As to Form:

Isra Shah
Best Best & Krieger, LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES

General Scope:

The Consultant will provide management and operations services for City of Palm Desert in accordance with the Contract Documents at the Palm Desert Aquatic Center (PDAC), located at 73751 Magnesia Falls Drive, Palm Desert, CA 92260.

The City requests the Consultant to demonstrate their ability to provide and perform services for the Aquatic Center including, but not limited to, management, operations, programming, concessions, and janitorial services relating to the Aquatic Center as described in this Scope of Services. The Aquatic Center consists of the following amenities:

- 50- Meter Pool with Diving Area
- Recreation / Therapy Pool (with slides)
- Children's Pool with Water Play Structure
- Concessions Area (675 Sq. Ft.)
- Men's and Women's Locker Rooms
- Family Restrooms and Changing Areas
- Lifeguard Room / First Aid Room
- Administration Offices
- Multi-Purpose Room (842 Sq. Ft.)
- Storage Room
- Mechanical Room
- Chemical Storage Areas

The City contracts the major pool mechanical maintenance of the Aquatic Center to a third-party contractor and will work closely with the Consultant to ensure prompt service to the facility. All utilities will be directly billed and paid for by the City.

All services provided by the Consultant must be performed to the industry standards and compliant with all applicable local, county, state, and federal laws.

1.1. Roles and Responsibilities

	City of Palm Desert	Family YMCA of the Desert
Day-to-Day Operation	<ul style="list-style-type: none"> • Janitorial 	<ul style="list-style-type: none"> • Admissions and program operation • POS system • Program Development
Facility	<ul style="list-style-type: none"> • Weekly walk-through inspections • Execute maintenance projects • Execute capital improvement projects 	<ul style="list-style-type: none"> • Daily upkeep of pools, slides, and other equipment • Minor pool equipment repairs and painting • Submit immediate reports on maintenance or CIP needs • Make recommendations on maintenance or CIP needs based on aquatic industry standards
Human Resources	<ul style="list-style-type: none"> • Management committee to meet monthly • Annual Wage Scale Review 	<ul style="list-style-type: none"> • Aquatic Manager, Aquatics Consultant/Manager, Operations Manager, Front Desk, Concessions, Lead Lifeguards and Lifeguards • Recruitment • Competitive wages and benefits • General staff training for facility operation • Lifeguard certification • First aid/CPR/AED
Marketing and Programs	<ul style="list-style-type: none"> • City-provided marketing firm • New programs and expanded hours to be proposed by management committee and Aquatics Consulting/Management position 	<ul style="list-style-type: none"> • Aquatics Consulting/Management position to drive new revenue opportunities • Coordinate monthly marketing meetings • Staff and operate programs in coordination with City staff •
Accountability	<ul style="list-style-type: none"> • Analysis of KPIs 	<ul style="list-style-type: none"> • Collect data on prescribed KPIs

	<ul style="list-style-type: none"> • Monthly meetings with management committee • Develop and organize financial projection and analysis team • Review monthly/quarterly trends regarding budget, visitors, KPI data 	<ul style="list-style-type: none"> • Monthly meetings with management committee • Assist with report development and presentation • Participation in financial projection and analysis team
Concessions	<ul style="list-style-type: none"> • Develop updated schedule and menu • Determine need for additional equipment 	<ul style="list-style-type: none"> • Operate concessions per City guidance • Conduct inventory of concessions supplies
Facility Closures	<ul style="list-style-type: none"> • Reimburse the Family YMCA of the Desert for any incurred costs not to exceed \$250,000 for pump room renovation project (based on estimated 8-week closure). • Facilitate and expedite construction timelines and costs during closure. • Communicate construction project timeframes and any relevant updates 	<ul style="list-style-type: none"> • Provide a detailed personnel workplan that will delineate which employees will continue working and their respective roles during the duration of the closure, and which employees will not be retained. • Provide supporting documentation and receive approval from city should there be closure extensions.

1.2. Services to be Performed

The Consultant will provide services, plans and procedures as described below for the day-to-day management and operations of the facility:

- Perform maintenance, cleaning, and minor repairs of all pools, equipment, and facilities.
- Perform daily safety and compliance checks of all pools, decks, pool amenities, and facilities. Notify City staff of all urgent issues immediately and routine concerns within one business day.
- Complete daily inspection report form for water slides and applicable attractions when in use and maintain on file.
- Ensure the pool and support facilities meet cleanliness and hygiene standards.
- Ensure all pools meet applicable Riverside County Health Department standard compliance (chemicals, flow, filtration, etc.).
- Manually check and record water chemistry in each pool every 2 hours (minimum) and adjust chemicals as needed.

- Maintain industry standards for water clarity and cleanliness on all pools.
- Inspect and maintain records of all pools and equipment.
- Monitor inventory levels of chemicals and other pool maintenance supplies for the purpose of ensuring the availability of supplies as needed.
- Monitor and inventory concessions supplies.
- Prepare and process purchase orders for the purpose of securing needed supplies according to City of Palm Desert purchasing policies and requirements.
- Provide regular KPI data and reports as required for assigned equipment and programs.
- Maintain equipment and chemical rooms to be free of non-essential equipment, used parts, clutter and chemical spills.
- Follow all required safety precautions when using hazardous materials, assigned tools, and machinery.
- Set up and/or move equipment (e.g., starting blocks, bleachers, diving boards etc.) for the purpose of ensuring availability for patrons and programs.
- Maintain cleanliness of all facilities within the aquatic center: pools, drains, deck, locker rooms, etc.
- Perform facility painting and retouching as necessary to maintain a high-quality facility facade.
- Promote, and exemplify City of Palm Desert Mission, Vision and Core Values.
- Exercise excellent customer service. Follow up on complaints, questions, and concerns; respond to internal and external customer needs in a friendly, timely and efficient manner.
- Administer regular customer feedback and satisfaction surveys.
- Comply with local jurisdictional requirements and industry standards as applicable including but not limited to: California Pool Code, Model Aquatic Health Code, OSHA Hazardous Communications Standard and OSHA Bloodborne Pathogens Standard.

1.3. Business Plan

Consultant shall provide a Business Plan to include the following:

- Hours of operation (*subject to change if approved in writing by the City*)
 - May through September
 - Monday – Friday 5:30 am – 7:00 pm
 - Saturdays 7:00 am - 7:00 pm
 - Sundays 8:00 am – 7:00 pm
 - October through April
 - Monday – Friday 5:30 am – 7:00 pm
 - Saturdays 7:00 am - 5:00 pm
 - Sundays 8:00 am – 5:00 pm
- Personnel requirements

Guidelines for policy development for programs and facility

1.4. Preventative Maintenance Plan

The Consultant develop a comprehensive Preventative Maintenance Plan that includes, but is not limited to the following:

- A. Facility Inspection Program
 - 1. Details of facility inspections
 - 2. Frequency of facility inspections
- B. Routine Maintenance to be performed.
- C. Mechanical Equipment Inventory
 - 1. Name and Model #
 - 2. Manufacturer and contact info.
 - 3. Local Vendor (as applicable)
 - 4. Replacement and service details
- D. Equipment Manuals
 - 1. In the event an equipment manual is not available, the City shall attempt to provide a satisfactory replacement from the equipment manufacturer.
 - 2. If no manual is available, the Consultant shall provide a written document outlining the standard operating procedures for maintaining and operating the applicable piece of equipment.
- E. The City will As-Built Plans to be included in the Preventative Maintenance Plan.

1.5. Safety Plan

The Consultant shall provide and maintain a facility Safety Plan. The Consultant is authorized by the City to implement the Safety Plan with proper notification to the City. The Safety Plan shall include, but is not limited to the following:

- A. Facility Staffing Plan
 - 1. Code Compliance Staffing Plan
 - 2. Zones of Patron Surveillance
 - 3. Rotation Procedures
 - 4. Alternation of Tasks
 - 5. Supervision Protocols
- B. Emergency Action Plans
 - 1. Emergency procedures for anticipated emergencies at the aquatic center
 - 2. Methods of communication
 - 3. Required emergency equipment.
 - 4. Emergency closure requirements
- C. Biohazard Action Plan
 - 1. Fecal vomit and blood contamination of the pool and facility surfaces
- D. Pre-Service Training Plan
 - 1. Facility policies and procedures to be included in training.
 - 2. Demonstration of required Safety Team skills specific to PDAC

3. Documentation of training
- E. In-Service Training Plan
 1. In-service training frequency. A minimum of 4 hours of in-service training monthly is required of all staff that regularly, or MAY perform lifeguard duties.
 - a. Makeup in-services may be held for approved absences and must comply with the original in-service plan missed.
 - b. Lifeguards who do not meet the monthly in-service training requirement must undergo Pre-Service Training prior to returning to Lifeguard duties.
 2. In-service documentation
 3. Certification maintenance
 4. Demonstration of Lifeguard Skill Proficiencies
 5. Competency Demonstration Plan
 - a. Ability to reach the furthest edge of Zones of Surveillance within 20 seconds.
 - b. Ability to perform required emergency response skills.
 - c. Ability to perform Resuscitation and First Aid skills.

1.6. Recruitment and Hiring Plan

- A. Recruitment and Hiring
 1. Consultant will submit a written process for recruitment and hiring.
- B. Organizational Chart and Staffing Levels

Consultant will provide and maintain an organizational chart depicting the management approach and general staff responsibilities. Staffing levels will be maintained at a minimum required based on the submitted and approved staffing plan (Safety Plan – Section 1) and Zone Evaluation documentation.

Staffing and salary ranges are to be provided annually to the City of Palm Desert Director of Public Works for approval.

Alternative organization and staffing plans that meet safety and operating requirements may be submitted by the Consultant. All alternate staffing plans must be approved by the City of Palm Desert before they are instituted.]
- C. All personnel will be easily identifiable by approved uniforms at all times while on duty.
- D. Janitorial services for the facility will be completed by the Consultant and is typically performed by Lifeguards and other staff on duty.
 1. Regular locker room checks are expected to be performed throughout the day.
 2. Locker room check sheets may be utilized at the discretion of the Consultant.
- E. Position Descriptions
 1. Descriptions for key positions listed above will be developed and maintained by the Consultant.
- F. Organizational Chart provided by YMCA upon contract adoption.

1.7. Staff Training

- A. PDAC staff will maintain the following minimum training credentials:
1. Aquatic Director / Manager
 - a. Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) or approved equal.
 2. Aquatic Director / Manager, Aquatics Coordinator, Facility Operations Manager, or other staff
 - a. Lifeguard Instructor Certification (LGI)
 3. Facility Operations Manager
 - a. Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO) or approved equal.
 4. Aquatics Front Desk & Concessions Manager
 - a. Food Manager Certification (must be from a school recognized by the Riverside County Department of Environmental Health: <https://rivcoeh.org/sites/g/files/aldnop361/files/migrated/Portals-0-PDF-Foods-31-09-DES-Food-Manager-Certification.pdf>)
 5. Lifeguards
 - a. Lifeguarding with Bloodborne Pathogens Training, Administering Emergency Oxygen, Asthma Inhaler Training, Epinephrine Auto Injector, First Aid for Public Safety Personnel (Title 22) (American Red Cross or approved equal)

1.8. Operations Procedures

The Consultant will develop and maintain standard procedures that must be performed for the proper maintenance and operations of the facility. These include but are not limited to:

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

1. The designated shift supervisor oversees the facility and staff.

2. The minimum age for a lifeguard to lifeguard a body of water alone is 16 years of age.
3. Facility may not open to the general public without a minimum of 3 lifeguard certified staff members present.
4. At the start of their shift, all certified staff members must be ready to perform assigned duties.
5. All schedules are posted in their respected offices and emailed to the staff in a timely manner.

6. Deck Lifeguards:

1. During high use times lifeguards will rotate regularly.
2. Lifeguards leaving the deck must perform regular locker room checks.
3. Elevated lifeguard stations shall be utilized as the standard for most lifeguard zones.
 - a. Ground level stations may be utilized where appropriate.
 - b. Roving stations may not be utilized as a primary surveillance position. Roving stations may be utilized as secondary lifeguards to a zone when necessary.
4. Rescue hip packs must be worn by all trained lifeguards at all times. Packs will be adequately supplied with a resuscitation mask appropriate for adults and a mask appropriate for children, or a universal mask and non-latex exam gloves.

7. Backup Duty Lifeguard:

1. When not needed on deck or to assist customers, Backup Duty Lifeguards shall:
 - a. check locker rooms for behavior issues or horseplay,
 - b. assist in rendering first aid to injured persons,
 - c. assist deck lifeguard as needed,
 - d. or perform cleanup and maintenance activities.

8. If a full complement of staff is not needed, the supervisor on duty may release excess lifeguards from work.

9. No lifeguard will be scheduled to work more than 8 hours in one day.

10. Lifeguards will be trained to complete injury report forms for all injuries to be submitted to the Aquatic Manager.

11. The Aquatic Manager shall notify the City of all incidents, as required.

12. The Lead Lifeguard is required to check and record pool chemistry every 2 hours.

13. Water chemistry shall be checked in the morning in enough time to adjust chemicals prior to opening to the public.

14. Water chemistry shall be checked at closing and necessary chemical adjustments made prior to staff leaving.

**Amendment No. 8
Exhibit A**

15. All staff will receive communications training, including verbal and non-verbal hand signals, whistle blasts, radio contact, and written communication. Signs and brochures at the front desk communicate safety rules. Management will share information at regular meetings and Supervisors will convey information through in-service trainings or other methods as needed.

16. The concession stand adheres to all Riverside County health codes and regulations. All staff handling unpackaged food must maintain current Riverside County Food Handler cards and be overseen by a Food Safety Manager. A minimum of one Food Safety Manager shall be on staff during the concession operation.

17. Locker rooms are monitored periodically by lifeguards. No food or drink is allowed in the locker rooms. Towel snapping, running or rough play is not allowed. Children 5 years of age and older are required to use the locker room of their own sex. Family changing rooms are also available.

18. Any commercial advertisements, press releases, articles, or other media information using the City's name and/or logos shall be subject to the prior approval of the City.

19. All advertisements at the Aquatic Center are subject to approval by the City.

1.8.1 Facility Closures

- In the event that the City closes the facility due to the pump room renovation project, or other repair and maintenance activity, the City will reimburse the Family YMCA of the Desert for any incurred costs not to exceed \$250,000 per 8-week closure. Further, If the facility closure extends beyond the anticipated project completion deadline, the city will continue to reimburse the Family YMCA of the Desert for any additional costs with proper documentation and approval from the city.
- The YMCA will provide a detailed personnel workplan that will delineate which employees will continue working and their respective roles during the duration of the closure, and which employees will not be retained.

1.9. Financials

The Consultant shall develop and maintain financial procedures that align with the City's financial policies and procedures, including but not limited to:

- Cash controls
- Budget development
- Payroll
- Collections
- Revenue reporting
- Purchasing
- Accounts payable

Amendment No. 8
Exhibit A

The Consultant shall keep complete and accurate books of revenues collected and will make all records available to the City upon request. Books and records for the PDAC shall be maintained separately from other facilities operated by the Consultant. The Consultant shall maintain accounting books and records for a period of at least three years after the expiration or earlier termination of the Agreement, and the City shall have the right to inspect and audit such books and records during such period.

Financial and daily records shall meet the following criteria:

- Record of all sales by means of a cash register, which will display the amount of each sale and automatically issue a customer's receipt. Beginning and ending cash register readings shall be made a matter of daily record.
- Entry of each and every Aquatic Center user's name on entry log.*
- A total count of Aquatic Center users at the end of each day and reconciliation of fee category totals on cash register detail reports.
- Ability to differentiate resident vs. non-resident visits.
- Maintenance of a daily logbook detailing the number of Aquatic Center users by fee category and total amount of cash collected by fee category.
- Ability to record and report the number and type of discounts provided.
- Monthly and annual statements of gross revenues, including a budget comparison, a variance report, and such other customary reports as may reasonably be requested by the City.

*Except non-resident drop-in for recreation and lap swim. Groups or families must provide only the primary/head of household or group lead's contact information.

1.9.1 Cash Receipts

The Consultant shall collect daily fees and record them in the point-of-sale system. The city shall provide deposit bags for daily cash receipts, which will be submitted to the city daily with a daily register report or similar report that ties back to the cash receipts. Reports for weekends and observed holidays shall be submitted on the following business day. Reports shall include receivables for insurance-sponsored Senior/dependent benefit programs (i.e. Peerfit, SilverSneakers, Medicare, etc.) and monthly lane rentals.

The Consultant shall submit a monthly revenue report to the city for deposit verification and revenue reconciliation, which the city will reconcile during its normal bank reconciliation processes.

The city may implement armored courier services or night deposit procedures depending on the volume and frequency of cash collected at the PDAC.

1.9.2 Banking

The city shall maintain the PDAC cash balances in the main bank account of the city, utilizing the pooled cash method of fund accounting. Upon contract execution, the Consultant shall begin

the process of sending accumulated funds back to the city. This process shall include the reconciliation of all deposits in transit and outstanding checks.

The City shall provide a loan of \$200,000 to the Consultant, to be held in the Consultant's own bank account, for the purpose of emergency payroll coverage.

The Consultant may request the establishment of a petty cash fund from the City if needed.

1.9.3. Reimbursements

The management fee and reimbursements for purchase of Consultant supplies of \$2,000.00 or less will be made via check, ACH or wire transfer from the city to the Consultant in accordance with the contract terms.

For payroll reimbursements, Consultant will provide the city with a report of payroll cash requirements and any requested backup upon completion of each payroll process. The City shall reimburse the Consultant via timely wire transfer on a schedule that aligns with the Consultant's payroll cash sweep deadlines.

1.9.4. Procurement and Invoice Processing

All procurement and invoice processing shall be in accordance with applicable city procurement policies, procedures, and within the approved budget. Expenditures of \$500.00 or less may be made directly by the Consultant to maintain adequate supplies for facility operation. Expenditures over \$500.00 up to \$2,000.00 may be made directly by the Consultant upon city approval. Invoices over \$2,000.00 shall be paid directly by the city via city workflow routing. The city shall provide the Consultant with the appropriate instructions on how to submit invoices and other procurement documents for processing.

Upon execution, Consultant shall provide the city with any existing contracts for review by the city's procurement department.

1.10. Policies

The Consultant will develop and maintain policies and procedures, including but not limited to:

- Pool Use and Safety Rules
- Lifeguard Policy and Procedure Manual
- Equipment Rental Procedures
- Facility Rental, Group Use Requirements, and Fee Structure
- Swim Testing
- Signage Standards

1.11. Program Development

The Consultant shall develop a Program Plan to be reviewed and approved by the City. The Program Plan shall include at a minimum.

- Swim lessons
- Lap swimming
- Arthritis and/or Multiple Sclerosis classes
- Red Cross certification courses
- Yoga, spin, or other group fitness classes
- Water games

The Consultant shall strive to make classes responsive to and/or inclusive to persons with disabilities. A program registration process will be in place.

The Program Plan shall include program attendance goals and shall be reviewed by the Consultant and the City of Palm Desert annually at a minimum.

The PDAC Program Plan may be updated or amended to meet City of Palm Desert goals throughout the contract term. Any changes shall be agreed upon by the City of Palm Desert and the Consultant.

1.12. Key Performance Indicators

The Consultant shall gather data on a daily basis to report on required Key Performance Indicators (KPIs). For general business practices, the following items or KPIs should be tracked by the Palm Desert Aquatic Center management company. Additional items may be added in the future to influence business and operational decisions. Some items may be removed in the future if they are no longer meaningful for business updates.

Monthly reporting should be available to present to and discuss with the Palm Desert Aquatic Center Business Committee. The report information requested may change depending on updated strategies.

Depending on the metric, they may be included in Monthly, Quarterly or Annual reports.

Financial	Programs	Operations
<ul style="list-style-type: none"> • Attendance/Passes Sold • Member Retention • Pass Renewals • Concessions Revenue • Rental Revenue • Swim Lesson Revenue • Concessions Per Cap 	<ul style="list-style-type: none"> • Program Attendance • Sessions Held/Canceled • Rentals Held • Special Programs 	<ul style="list-style-type: none"> • Checklist Compliance • Closures • Incidents • Facility Audit Results • Pool Chemical Readings • Customer Satisfaction • Staff Turnover

1.13. Reporting Standards

The Consultant shall regularly report on all required KPIs and topics according to required timelines. Monthly reports will be delivered to the City of Palm Desert staff liaison of the PDAC Business Committee. Quarterly reports will be presented at regular Parks and Recreation meetings. Annual reports will be presented to the City Council. Reporting requirements include but are not limited to the items below:

Subject	Justification	Target Information	Reporting Frequency
Attendance/Passes Sold	Tracking attendance and passes sold is crucial for PDAC to understand customer engagement and revenue generation. It is also necessary to understand the impact of the aquatic center services within the community and the impact of the use of City resources.	Total attendance for the month including passes and memberships sold. Include comparisons to prior years in the same month. In addition, any special programs, or events with their attendance should be listed in addition to the total.	<ul style="list-style-type: none">• Monthly• Quarterly• Annually
Member Retention	Member retention is essential for the stability and growth of a business. It directly affects the recurring revenue and the establishment of a loyal customer base. Understanding and analyzing retention rates assist in developing strategies to retain existing customers, ultimately reducing the cost of acquiring new ones.	Membership retention is the percentage of members that continued their membership or renewed their membership during the reporting period.	<ul style="list-style-type: none">• Monthly• Quarterly• Annually

Subject	Justification	Target Information	Reporting Frequency
<p>Concessions Revenue/Per Cap</p>	<p>Concessions revenue may serve as a significant stream of income for PDAC. Monitoring this metric helps in understanding customer spending patterns, optimizing offerings, and increasing profitability by adjusting product mixes and pricing strategies.</p> <p>Calculating concessions per capita is essential as it reflects the average spending of customers per visit. This metric assists in evaluating the effectiveness of sales strategies and pricing, helping PDAC optimize revenue generation.</p>	<p>Concessions revenue should be reported as a total revenue line item (Gross), and net revenue which is the gross revenue minus expenses. Additionally, specific concessions items may be reported to maximize offerings.</p>	<p>Monthly during summer months and in the Annual Report.</p>
<p>Rental Revenue</p>	<p>Rental revenue is a critical source of income for many PDAC. Keeping track of rental revenue allows for effective management of available resources, enabling adjustments in pricing strategies and identifying opportunities to expand services.</p>	<p>Rental revenue should be reported to show the number of rentals offered and the amount of revenue collected for that reporting period. This can also be analyzed vs. the previous year's reporting period to show increases or decreases in revenue.</p>	<ul style="list-style-type: none"> • Monthly • Quarterly • Annually

Subject	Justification	Target Information	Reporting Frequency
Swim Lesson Revenue	Monitoring swim lesson revenue is crucial for PDAC. It helps in gauging the popularity of the program, assesses profitability, and determines the effectiveness of marketing and teaching strategies.	Each report should indicate the number of swim lessons taught, the revenue from the swim lessons and increases or decreases from previous reporting periods.	<ul style="list-style-type: none"> • Session • Monthly • Quarterly • Annually
Program Attendance Sessions Held/Canceled	<p>Tracking the number of sessions held versus canceled is crucial for maintaining operational efficiency. It helps in identifying trends, managing resources effectively, and improving scheduling to minimize disruptions.</p> <p>Monitoring program attendance helps in evaluating the success and popularity of various programs offered. This data guides PDAC in making informed decisions about program improvements, resource allocation, and future offerings.</p>	Each program should track attendance, spots filled vs vacant and whether the class or session met minimum sign ups or not. This may help PDAC in ensuring profitable programs continue and unprofitable programs can be abandoned or re-marketed to increase participation.	<ul style="list-style-type: none"> • Quarterly • Annually

Subject	Justification	Target Information	Reporting Frequency
Special Events / Programs	Monitoring the success and attendance of special programs is important for PDAC to understand their impact on revenue and customer engagement. This data informs future planning and helps in tailoring offerings to meet customer demands.	Each special event should track attendance and profitability to ensure the special event met profitability and attendance goals. This data can be utilized to understand whether to continue offering the event or not.	<ul style="list-style-type: none"> • Post-event • Annually
Checklist Compliance	Ensuring checklist compliance is vital for maintaining operational standards, safety, and quality. Tracking compliance helps in mitigating risks, ensuring consistency, and maintaining a positive reputation.	Checklist Compliance should be reported as a percentage of total compliance expected, vs what was completed. This will help to ensure risk management operations are being conducted.	<ul style="list-style-type: none"> • Monthly • Quarterly • Annually
Closures	Documenting closures is crucial for PDAC to understand their impact on revenue and customer experience. Analyzing closure data helps in identifying patterns, mitigating issues, and developing strategies to minimize disruptions.	Closures data should include the reason for the closure and the amount of revenue that may have been lost due to the closure. Additionally, any extra expenses incurred due to the closure should be tracked.	<ul style="list-style-type: none"> • Monthly • Quarterly • Annually

Subject	Justification	Target Information	Reporting Frequency
Incidents	Tracking incidents is crucial for ensuring customer safety and satisfaction. It helps in identifying potential risks, improving safety protocols, and maintaining a secure environment for customers and staff.	Incidents should be reported immediately to appropriate offices and then tracked to indicate location and reason for the incident. This data can then be used to mitigate future risks.	<ul style="list-style-type: none">• Monthly• Quarterly• Annually
Facility Audit Results	Monitoring facility audit results is essential for ensuring operational standards and compliance. This data helps in identifying areas for improvement, maintaining quality standards, and meeting regulatory requirements.	Internal and external audits should be report as they occur and given directly to the City of Palm Desert.	Per audit
Pool Chemical Readings	Monitoring pool chemical readings is critical for maintaining a safe and hygienic environment. This data ensures compliance with health and safety standards, protecting the well-being of customers and staff.	Abnormalities may be reported to the City of Palm Desert as they occur, however pool readings should be recorded and available to be reported on as needed.	Per occurrence

Subject	Justification	Target Information	Reporting Frequency
Customer Satisfaction	Assessing customer satisfaction is fundamental for PDAC to understand the quality of services offered. This data helps in identifying areas for improvement, retaining customers, and attracting new ones through positive word-of-mouth.	Customer satisfaction measurements should be taken after every program and program session and periodically throughout the year. Customer satisfaction can then be reported Quarterly or Annually as needed.	<ul style="list-style-type: none"> • Quarterly • Annually
Staff Hiring / Retention	<p>Tracking staff turnover is important for PDAC to assess employee satisfaction, identify retention issues, and implement strategies to improve workplace culture and reduce hiring and training costs.</p> <p>Tracking staff recruitment is crucial for PDAC to ensure appropriate staffing levels. Monitoring recruitment efforts helps in identifying trends, optimizing the hiring process, and ensuring a skilled and reliable workforce.</p>	The number of staff retained, and the number of staff hired vs the number needed for operations. This can help identify staffing needs and increases in marketing toward staffing goals.	<ul style="list-style-type: none"> • Quarterly • Annually

Subject	Justification	Target Information	Reporting Frequency
Completed Maintenance	Monitoring completed maintenance tasks is crucial for ensuring the proper functioning of equipment and facilities. It helps in preventing disruptions, ensuring customer satisfaction, and maintaining a positive reputation.	Regular maintenance summaries should be included in monthly reports and major maintenance projects reported in annual reports to show that preventive maintenance and regular maintenance is occurring.	<ul style="list-style-type: none"> • Monthly • Annually
In-Service Training	Ensuring in-service training compliance is vital for staff development and maintaining operational standards. It assists in enhancing employee skills, ensuring consistency in service quality, and adhering to regulatory requirements.	In-service training should be reported annually to show a complete in-service training program and that all staff members are receiving the required number of training hours annually.	<ul style="list-style-type: none"> • Annually
Goal Updates	Goals move the business at PDAC forward and the reporting of goals achieved or worked on show the progress management is making toward the future.	Goals should be reported Quarterly and Annually to ensure continuous improvement in operations and business.	<ul style="list-style-type: none"> • Quarterly • Annually

The Consultant shall meet with City staff monthly to review operations, KPIs and other topics. Goals and strategy meetings shall be held on a quarterly basis.

1.13.1 Management Fee Breakdown:

PDAC Management Fee Breakdown	PDAC Cost per item	
Management Personnel (3 staff part time)	\$103,759.20	
Payroll Software	\$13,200	
Operating/Accounting software	\$5,250	
Accounts Payable software	\$180	
Finance& Accounting	\$27,000	
Information Technology	\$9,900	
Human resources	\$6,000	
Annual YMCA Dues	\$12,600	
	\$177,889.20	Fixed Annual Management Fee Total

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Riverside-San Bernardino-Ontario, CA or 5%, whichever is lower.

Should the City develop or acquire a system capable of taking on the functions currently performed by the Vendor, the City reserves the right to revisit and potentially remove the Vendor's responsibilities for these functions.

City may, by written notice to consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to consultant of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Consultant may, by written notice to City, terminate this Agreement at any time and without cause by giving written notice to City of such termination, and specifying the effective date thereof, at least one hundred eighty (180) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been completed before the effective date of termination in a manner consistent with professional standard of care.