

STAFF REPORT
CITY OF PALM DESERT
COMMUNITY DEVELOPMENT DEPARTMENT

MEETING DATE: May 14, 2020

PREPARED BY: Jennifer Nelson, Management Analyst

REQUEST: Request for approval to extend Contact No. C36620 for Professional Services to the Family YMCA of the Desert, Palm Desert, California, for one year of management and staffing at the Palm Desert Aquatic Center in the amount of \$165,000 plus reimbursement of operational costs included in agreement.

Recommendation

By Minute Motion:

1. Extend Contract No. C36620 for professional services to the Family YMCA of the Desert ("YMCA"), Palm Desert, California, for management and staffing of the Palm Desert Aquatic Center, effective July 1, 2020 to June 30, 2021; and
2. Authorize the Mayor to execute the contract extension.

With the approval of the FY 2020-2021 budget funds will be appropriated to the Aquatic Center - Fund 242.

Strategic Plan

High quality facility management and staffing at the Palm Desert Aquatic Center (PDAC) sustains one of the City's premier recreational facilities. The proposed action will further the goals of the Strategic Plan by providing pervasive recreation opportunities for residents and visitors.

Background Analysis

The YMCA was awarded the original contract for management of the facility when it opened in 2011. In January 2018, the City issued a Request for Proposals for management of the Aquatic Center. A competitive bidding process was conducted resulting with the YMCA of the Desert again being awarded the contract. The term of the current contract with the YMCA ends June 30, 2020 with the option to renew every year until June 30, 2023.

Since the opening of the facility the YMCA has done an excellent job managing and operating the facility for the City. The YMCA has continued its dedication to operating a safe facility, providing a community oriented management philosophy, and maintaining the facility in excellent condition. The City and YMCA staff have created a very good working relationship and desire to continue the partnership for another year.

Based on these factors, staff is recommending that the City continue its relationship with the YMCA as operator of the Aquatic Center and extend Contract No. C36620 for the second of four possible extensions.

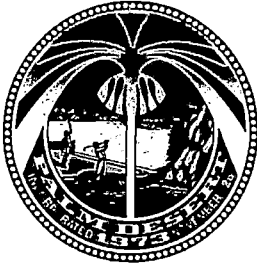
Fiscal Analysis

The YMCA is not requesting any increase in its management fee as approved in the original 2018/2019 contract. The costs included in this renewal contract and all associated reimbursement costs are included in the proposed 2020/2021 budget.

LEGAL REVIEW	DEPT. REVIEW	FINANCIAL REVIEW	ASSISTANT CITY MANAGER
<i>RH</i>	<i>Ryan Stendell</i>	<i>Janet M. Moore</i>	<i>Andy Firestine</i>
Robert W. Hargreaves City Attorney	Ryan Stendell Director of Community Development	Janet M. Moore Director of Finance	Andy Firestine Assistant City Manager
City Manager, Lauri Aylaian: <i>LA</i>			

VENDOR: YMCA of the Desert
 43-930 San Pablo Ave.
 Palm Desert, CA 92260

ATTACHMENTS: Original Executed Agreement
 Amendment



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").

(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.

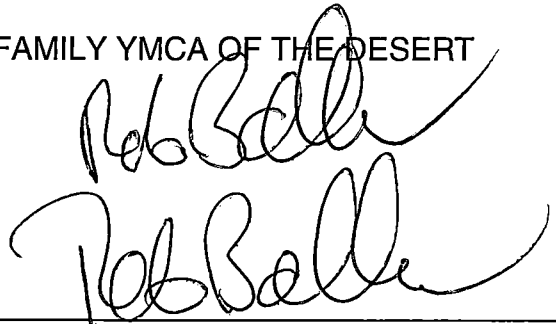
IN WITNESS WHEREOF, said parties have executed this Agreement the date first hereinabove written.

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.*

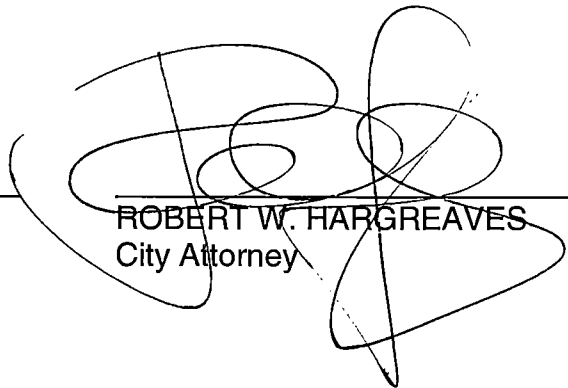


RACHELLE D. KLASSEN, CITY CLERK
CITY OF PALM DESERT, CALIFORNIA

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)

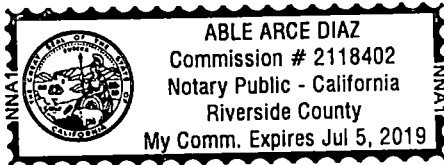
On MAY 29 2018 before me, ABLE ARCE DIAZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

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 03/16/10 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

Letter of Transmittal.....pg.1

Qualifications, Related Experience and References of Consultant.....pg. 2

Management Approach (Tab 1)

Key Personnel Proposed to Perform Work.....pg. 4

Proposed Subcontractors.....pg. 5

Staff References, Resumes, and Certifications

Please see attached appendix.....pg. 1

Project Organization Chart

Please see attached appendix.....pg. 13

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LETTER OF TRANSMITTAL

TO: Johnny Terfehr, Management Analyst
City of Palm Desert

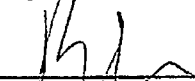
FROM: Family YMCA of the Desert

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 desk 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 Multiple 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

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Proposal to City of Palm Desert
Aquatic Center

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David R. Keyes

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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

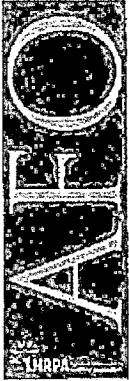
- Created rates for retail, food and beverage items
- Oversaw merchandise, inventory, purchasing, and handling food
- Oversaw both front desk and concessions staff
- Trained concessions and front desk staff prior to the facility opening in customer service and P.O.S. system

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
MEMBER

David R Keyes

has successfully completed requirements for
Aquatic Facility Operator

AFU
March 24, 2017
Instructor: Karen Cressley


 **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
Instructors: Karen Cressley


Certificate ID: 072204
To verify, scan code or visit www.redcross.org


 **American Red Cross**


Certificate of Completion

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

conducted by
American Red Cross

Date Completed: 03/10/2017
Instructors: Karen Cressley


Certificate ID: 022044
To verify, scan code or visit www.redcross.org


 **American Red Cross**

Certificate of Completion

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

conducted by
American Red Cross

Date Completed: 01/17/2017
Instructors: Karen Cressley


Certificate ID: 022044
To verify, scan code or visit www.redcross.org

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

strengths in safe compliant water quality, preventative maintenance, methods of approach, time allocation, budget considerations and effective communication.

TRAINED AND QUALIFIED IN PALM DESERT AQUATIC CENTER SYSTEMS:

Annual Service Maintenance

1. Pool Filters x3
2. Water Slides (QSI-Qualified Safety Inspection)
3. Splash Pool Features and Wheel Assembly
4. Diving Boards
5. Starting Platforms
6. Colorado Time Systems
7. Heaters x 5

Swimming Pools

1. Filtration- (DE- Diatomaceous Earth)
2. Backwashing- Media Recovery
3. Chlorination- Metering pumps and plumbing
4. Acid- PH Balancing
5. Alkalinity- Sodium Bicarbonate
6. Heaters- Boosters and Interface
7. Coolers- Motors and Fans
8. Ultra Violet System
9. Surge Pit and Automatic Water Fill Lines
10. Flag Set Compliance
11. Pool Tile Replace and Repair
12. Lane Line Repair

Building Systems

1. Lighting- Exterior and Interior
2. Solar Panel Operation and Maintenance
3. Air Conditioning Units
4. Locker Room Shower Boilers
5. Power and Relay System (Overhead Lighting)
6. Backup Batteries and Emergency Power Supply
7. Circuit Breakers and Power Distribution
8. Colorado Time Systems

REFERENCES:

Joe Fluette joef@knorrsystems.com
Technical Director- Knorr Systems, Inc.

(714)754-4044

Anthony Bingham tonybinghamsd@gmail.com
IT Manager- City of Dallas, TX

(858)386-2676

William Howell whowell@williamjhowell.com
Attorney

(619)994-2398



VOID VOID
Please refer to
the terms
Conditions
Application
Local Regulations
State Statutes

VOID VOID
Please refer to
the terms
Conditions
Application
Local Regulations
State Statutes



National Recreation and Park Association

Mike B Marshall

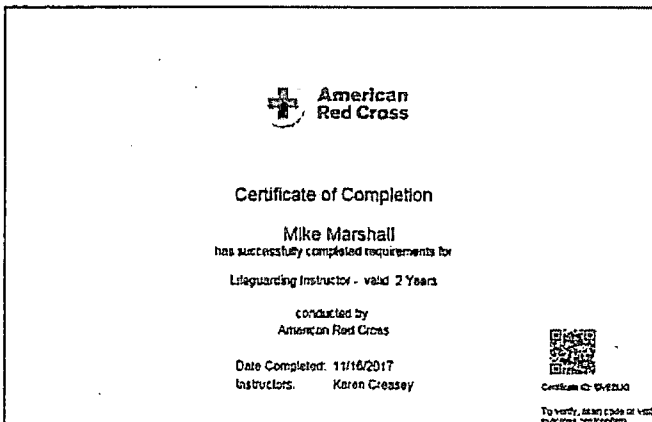
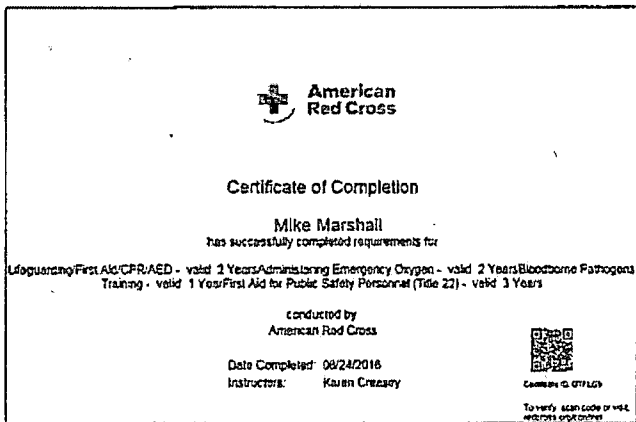
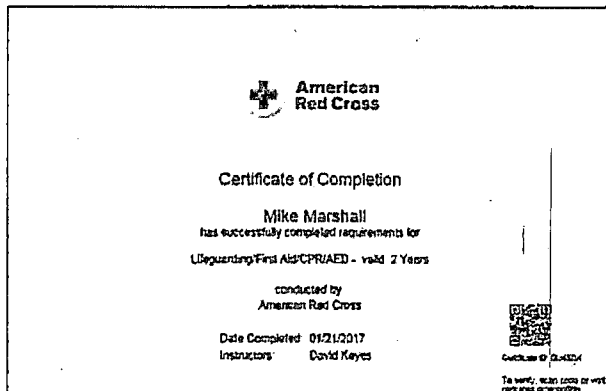
Aquatic Facility Operator



March 21, 2017

March 21, 2017

March 21, 2017



Alexandria Espinosa

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

EDUCATION:

Bachelor's Degree <i>University of La Verne</i>	Graduation Date: January 2017 <i>La Verne, CA</i>
Completed Coursework <i>College of the Desert</i>	May 2014 <i>Palm Desert, CA</i>
High School Diploma <i>Palm Desert High School</i>	Graduation Date: May 2011 <i>Palm Desert, CA</i>

EXPERIENCE:

Aquatic Programs Manager <i>Family YMCA of the Desert</i> <ul style="list-style-type: none">• 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.	May 2017 – Present <i>Palm Desert, CA</i>
Hostess <i>LG's Prime Steakhouse</i> <ul style="list-style-type: none">• 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.	September 2015 – Present <i>La Quinta, CA</i>
Lifeguard Supervisor <i>Family YMCA of the Desert</i> <ul style="list-style-type: none">• 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.	February 2016 – April 2017 <i>Palm Desert, CA</i>
Lifeguard/Swim Instructor <i>Family YMCA of the Desert</i> <ul style="list-style-type: none">• 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.	May 2013 – February 2016 <i>Palm Desert, CA</i>
File Clerk/Receptionist <i>Las Palmas OB/GYN</i> <ul style="list-style-type: none">• Scan Medical records into electronic medical records system.• Answer high volume of phone calls.	February 2012 – May 2014 <i>Rancho Mirage, CA</i>

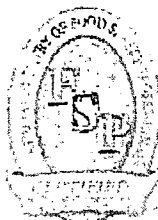
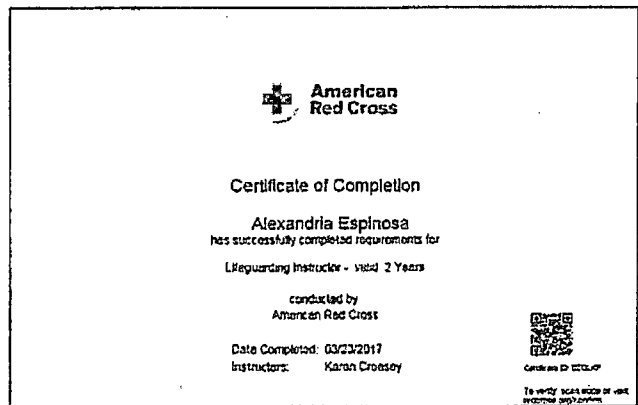
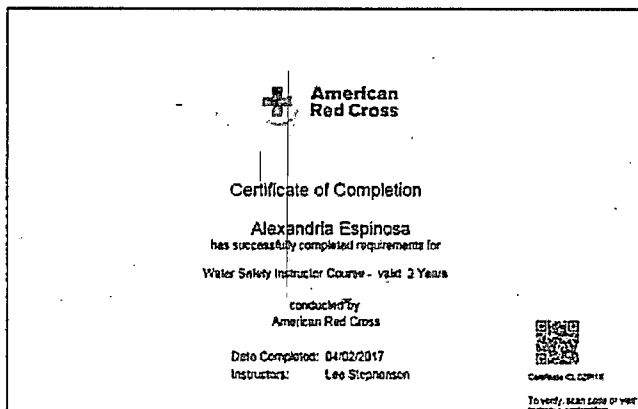
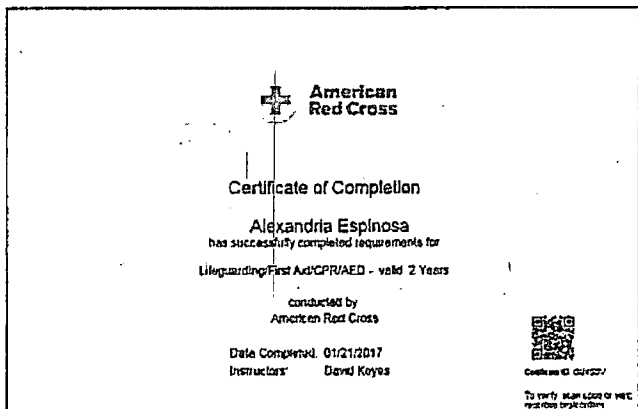
- Schedule appointments for a large medical practice.
- Multi-task in a fast paced environment.

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)

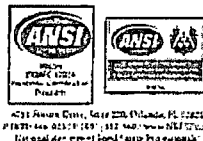
REFERENCES:

Veronica Bayne <i>Las Palmas OB/GYN – Office Manager</i>	bav603@aol.com	760.485.3078
Ed Lerma <i>LG’s Prime Steakhouse – LQ Manager</i>	ed@lggsprimesteakhouse.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
CONFERENCE FOR FOOD PROTECTION STANDARDS
AND
ISO/IEC 17024 STANDARDS

PRESIDENT:
LAWRENCE J. LYNCH, CAE



ISSUE DATE: JULY 20, 2017
EXPIRATION DATE: JULY 20, 2022
CERTIFICATE No: 211267038
TEST FORM ISO 19
The members do not hold for more than the years stated on the seal.

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

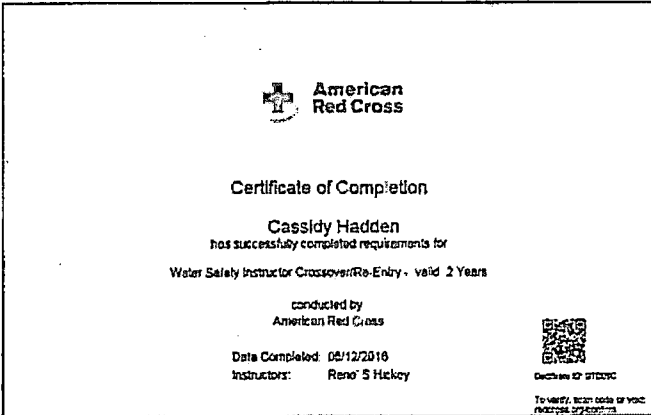
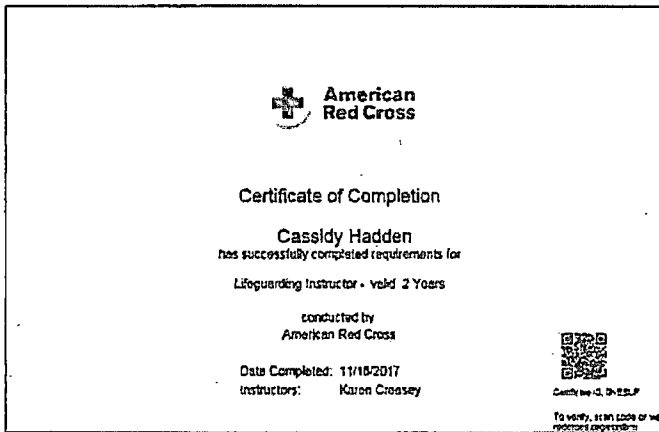
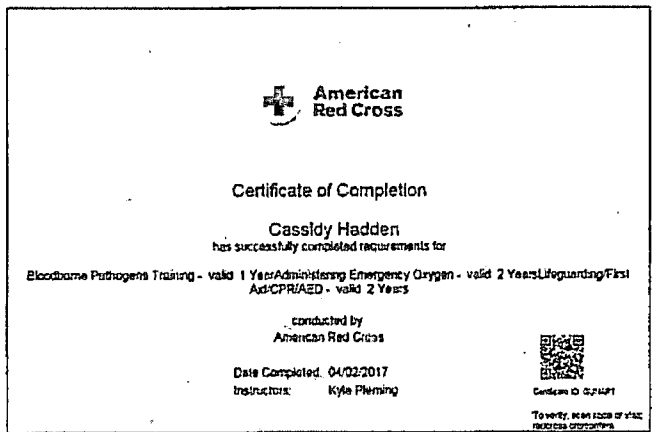
CERTIFICATIONS:

- 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 Fleming <i>Desert Recreation District – Aquatics Director</i>	kpfleming@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>	jubalotze@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:

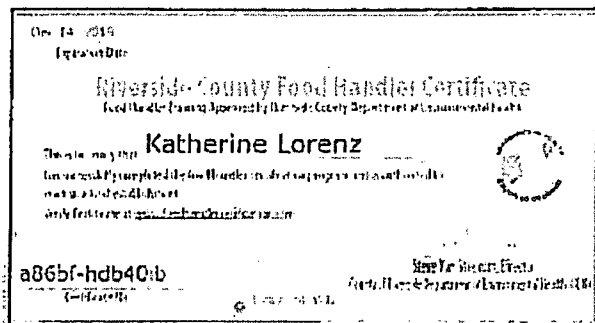
Accomplished and energetic Administrator. Motivated with strong organizational and prioritization abilities. Areas of expertise include Customer Service, Inventory Control, and Maintaining Cash Handling Policies and Procedures.

REFERENCES:

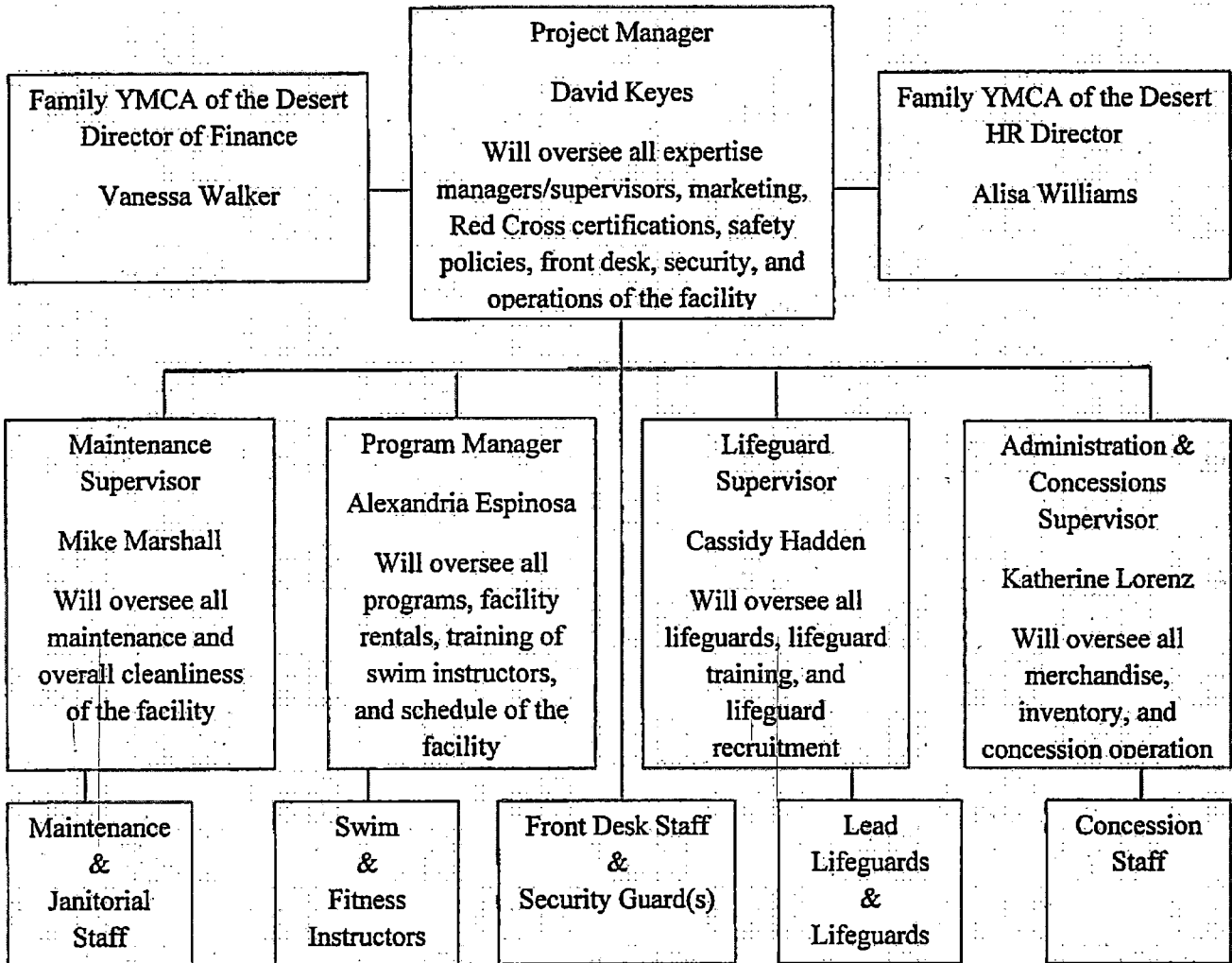
Carol (Boeddiker) Marx
707.812.3796

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

	<i>Cleaning Duty</i>	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
	Business Ballrooms							
C	Trash							
A	Restock							
C	Toilets							
C	Mirrors							
M	Sweep							
O	Spider Webs							
C	Hose							
C	Stair Closets Tills							
M	Brush White Tiles							
	Managers Restroom							
C	Trash							
A	Restock							
C	Toilets							
C	Mirrors							
C	Sinks							
M	Sweep							
M	Brush White Tiles							
O	Spider Webs							
C	Hose							
C	Restock Unfold Mats							
M	Top of 3 Toilet Lockers							
	Managers Restroom							
C	Trash							
A	Restock							
C	Toilets							
C	Mirrors							
C	Sinks							
M	Sweep							
M	Brush White Tiles							
O	Spider Webs							
C	Hose							
M	Top of 3 Toilet Lockers							
	Deck							
O	Trash Cans							
A	Trash Pick-up							
O	Drinking Fountain							
O	Windows (Inside & Out)							

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

Weekly Cleaning Duties Check List

LLG Initials

Cleaning Duty	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
O Chairs							
M Tables							
O Spider Webs							
O/M Hose							
M Top of Inside Ladders							
Hallway Room							
O/M Trash							
O/M Restock 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 Restock Office Supplies							
O Restock Office Supplies							
First Aid Room							
A Trash							
A Restock 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/Clean 1st Aid Supplies							

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

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: _____

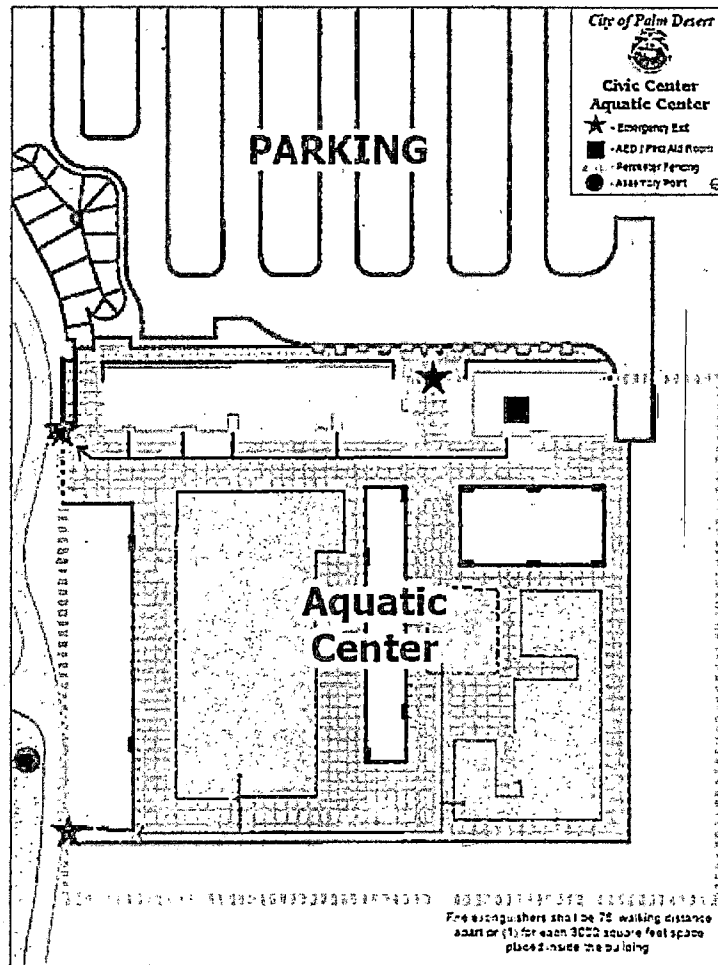
Customer Signature: _____

Post-use Comments: _____

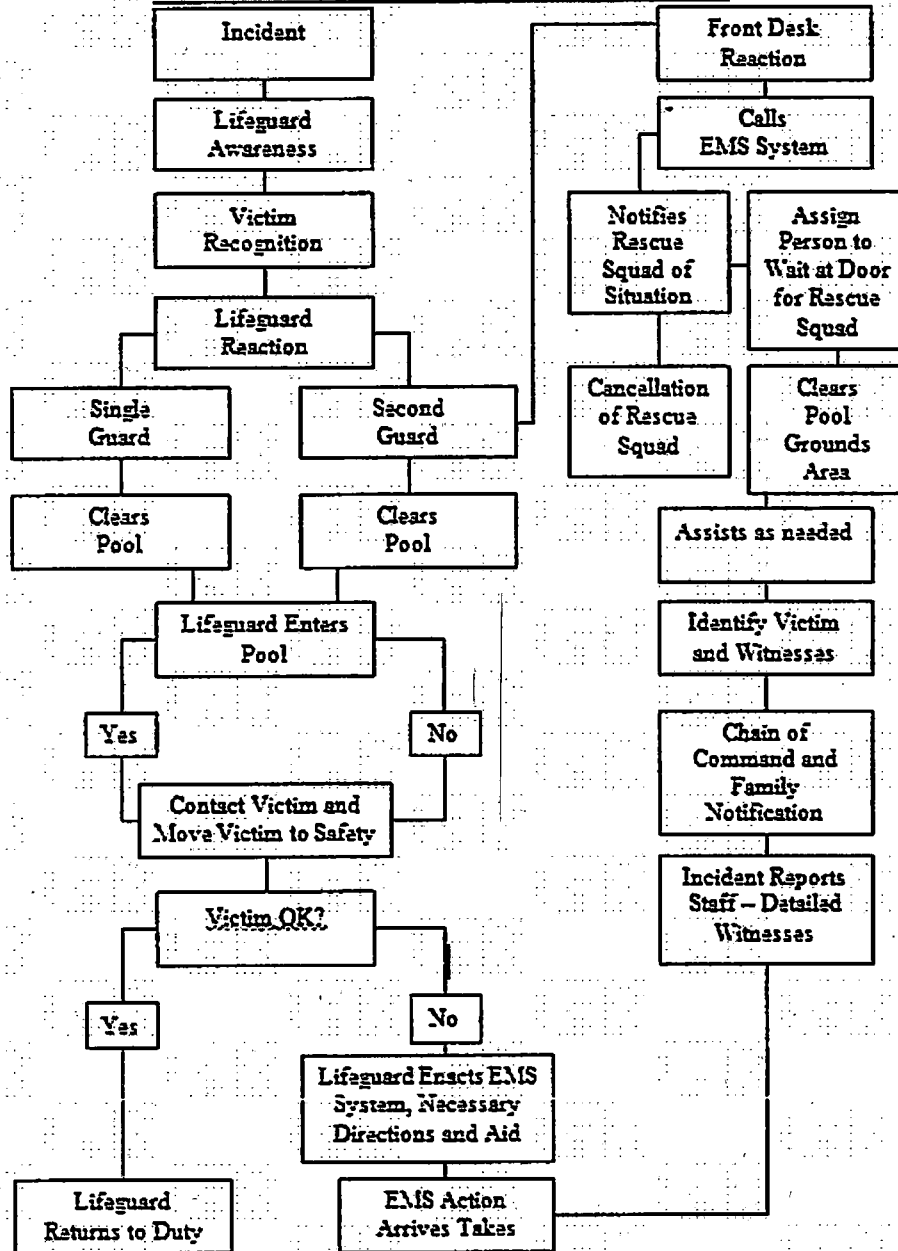
EVACUATION ROUTES

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 of Conc'n	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 bracelet 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 lighting 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)
 - \$35.00p/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 Residents / ** Non-Residents

50 Meter Competitive Pool

- \$5.00 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.* / \$480.00p/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 Residents / ** Non-Residents

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 Residents / ** Non-Residents

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)

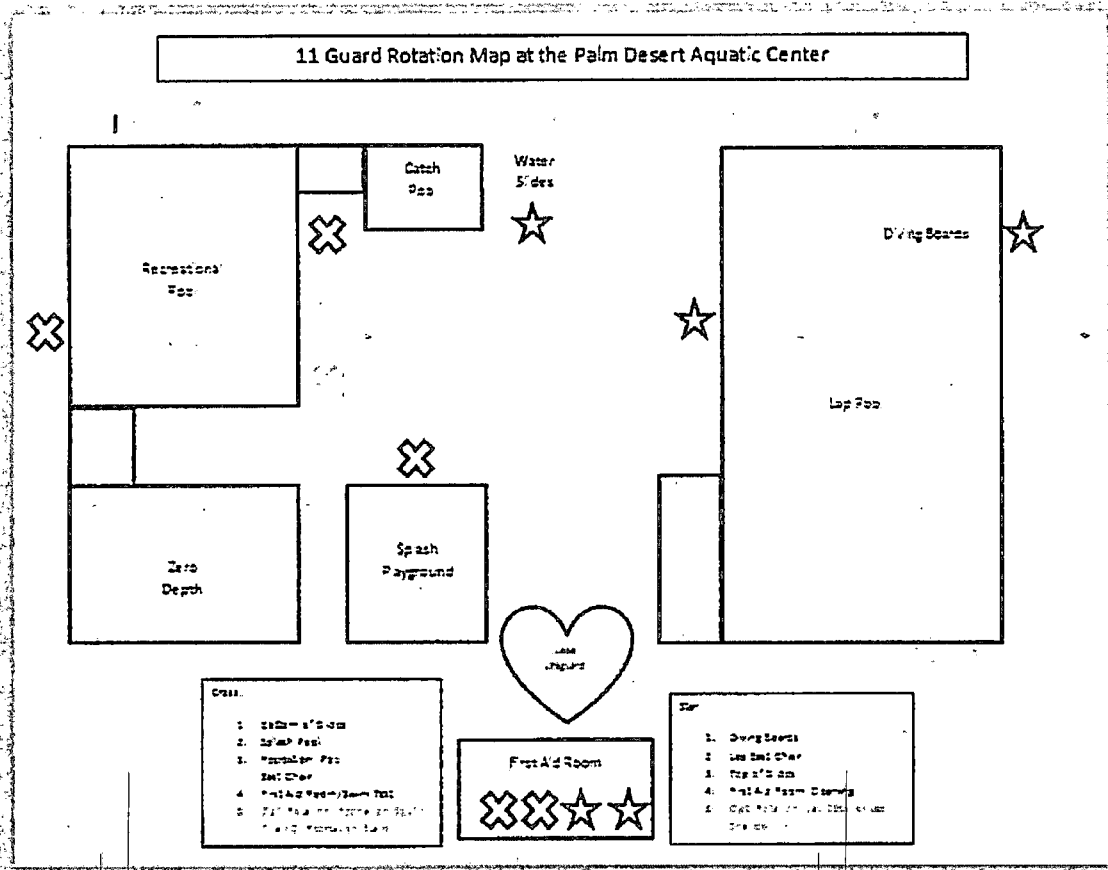
Regular In-service training is designed to help you maintain your knowledge and skills at a professional level. It also gives you a chance to practice with other lifeguards at your facility. This will help you to efficiently respond as a team in an emergency. – American Red Cross Lifeguarding Manual 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>January 13th CAP (review/first time) Chapter 10 - First Aid Extrications w/CPR</p>	<p>February 10th Chapter 3 - Surveillance and Recognition Spinal</p>	<p>March 10th Chapter 9 - Cardiac Emergencies Rule/Policy Enforcement SWIM</p>	<p>April 14th Chapter 2 - Facility Safety Reports and Forms Fecal Contamination Simple Active Rescues</p>
<p>May 12th Chapter 11 - Caring for Head, Neck Spinal Injuries Scanning Drills/Zone Coverage Spinal</p>	<p>May 26th Chapter 1 - The Professional Lifeguard Chapter 7 - Before Providing Care and Victim Assessment SWIM Rule/Policy Enforcement</p>	<p>June 14th All Staff In-Service CAP (first time) EAP drills w/ Front Desk Staff Attendance Policy/Calling Out</p>	<p>July 14th Chapter 4 - Injury Prevention Chapter 10 - First Aid Policies and Procedures SWIM</p>
<p>July 28th Chapter 9 - Cardiac Emergencies CPR Practice</p>	<p>August 18th Water Polo Set-up Paper Plate Awards Weather Reminder</p>	<p>September 15th Chapter 3 - Surveillance and Recognition Stroke/Heart Attack SWIM</p>	<p>October 13th Tarp Training</p>
	<p>November 10th Chapter 9 - Cardiac Emergencies Extrications w/CPR SWIM fully clothed</p>	<p>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	Lap Swi									
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																
9:30am	Diving Boards 11:00-3:00																
10:00am	A	Deep Water Boot Camp 11:00-11:45				PDAC USMS		Lap Swi					Lap Swi	Lap Swi	Lap Swi		
10:30am		Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi					Lap Swi	Lap Swi	Lap Swi		
11:00am	B	PDSC 3:30-5:00				Rec. Swim Team 3:30-4:30		Lap Swi	Xavier Swim Team 3:15-4:45								
11:30am		PDSC 5:00-6:00				ope	ope	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lap Swi	Lvl. 4/5		
12:00pm	A	Piranhas 6:00-7:30		PDSC 6:00-6:30													
12:30pm		Swi	Swi	Lap Swi	Lap Swi	Lap Swi	Lap Tritons										
1:00pm																	
1:30pm																	
2:00pm																	
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4:30pm																	
5:00pm																	
5:30pm																	
6:00pm																	
6:30pm																	
7:00pm																	
7:30pm																	
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										Time
	1	2	3	4	5	Zero Depth	Catch Pool	Splash Pool	Slides	Multiuse Room	
5:30am	Closed										5:30am
6:00am											6:00am
6:30am											6:30am
7:00am											7:00am
7:30am	Closed										7:30am
8:00am											8:00am
8:30am	Shallow Water Boot Camp 9:00-9:45										8:30am
9:00am											9:00am
9:30am	Closed										9:30am
10:00am											10:00am
10:30am	Closed										Silver Sneakers
11:00am											11:00am
11:30am					ALTS					11:30am	
12:00pm										12:00pm	
12:30pm										12:30pm	
1:00pm	Lap Swim	Lap Swim	Lap Swim	Lap Swim	Lap Swim	Open				1:00pm	
1:30pm										1:30pm	
2:00pm										2:00pm	
2:30pm										2:30pm	
3:00pm										3:00pm	
3:30pm										3:30pm	
4:00pm										4:00pm	
4:30pm	Youth Swim Lessons 4:00-6:00				YSL	Youth Swim Lessons				4:30pm	
5:00pm					ALTS					5:00pm	
5:30pm										5:30pm	
6:00pm					Lap Swim					6:00pm	
6:30pm	Swim	Swim	Swim	Swim	Lap Swim					6:30pm	
7:00pm											7:00pm
7:30pm											7:30pm
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	1	2	3	4	5				Rec.
Team									

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

73-731 Magnesia Falls Drive, CA, 92260
Phone: (760) 363-7467. Website: www.pdpool.com

Name	Age	Sex	DOB
Program Name	Program Code		
Day in Week			

Home Address		New Home or other appropriate address to be used for mail delivery (if different from home address)	
City	St	Zip Code	Phone No. (Area Code)
Emergency Contact Name (over 18 years of age)	DOB	Cell Phone No. / Mobile Phone No.	
Emergency Contact Name (under 18 years of age)	DOB	Cell Phone No. / Mobile Phone No.	

LIST ALL CHILD RELATIVE APPOINTMENTS/EMERGENCY CONTACTS BELOW:

Name	Relationship	Home Phone Number	Cell Phone Number

DO YOU HAVE HEALTH OR OTHER CONCERNS, OR ARE YOU CURRENTLY ON MEDICATION FOR ANY OF THE FOLLOWING CONDITIONS?

Arthritis	<input type="checkbox"/> Yes <input type="checkbox"/> No	Stroke	<input type="checkbox"/> Yes <input type="checkbox"/> No
Heart Disease/Cholesterol	<input type="checkbox"/> Yes <input type="checkbox"/> No	Seizures	<input type="checkbox"/> Yes <input type="checkbox"/> No
Diabetes	<input type="checkbox"/> Yes <input type="checkbox"/> No	Current or Past Cancer	<input type="checkbox"/> Yes <input type="checkbox"/> No
High Blood Pressure	<input type="checkbox"/> Yes <input type="checkbox"/> No	Respiratory Disease (Asthma)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Back Pain	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other	<input type="checkbox"/> Yes <input type="checkbox"/> No

Are you a member of the Y?

Y Membership: Yes No

Y Membership Program: Yes No

PHOTO RELEASE AND MEDIA RIGHTS

I, the undersigned, hereby authorize the Family YMCA of the Desert to use my name and likeness in any of its publications and promotional materials for the purpose of promoting the Y program. I understand that this authorization is for the purpose of promoting the Y program and does not constitute an endorsement of the Y program by me. I understand that the Y program is not a government program and that the Y program is not a government program.

LIABILITY WAIVER

I, the undersigned, hereby release, defend, hold harmless and agree to indemnify the Family YMCA of the Desert, its directors, officers, employees and volunteers (collectively "Releasor") from all liability to me for any loss or damage to property or injury or death to person, whether caused by Releasor or otherwise and while such minor is in or near the YMCA. I agree not to sue Releasor for any loss, damage, injury or death described above and I will indemnify and hold harmless Releasor 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 Releasor or otherwise. I assume full responsibility for, and risk of, bodily injury, death or property damage due to the negligence of Releasor or otherwise. **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.

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 "Releasor") from all liability to me for any loss or damage to property or injury or death to person, whether caused by Releasor or otherwise and while such minor is in or near the YMCA.
3. I agree not to sue Releasor for any loss, damage, injury or death described above and I will indemnify and hold harmless Releasor 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 Releasor or otherwise.
4. I assume full responsibility for, and risk of, bodily injury, death or property damage due to the negligence of Releasor 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

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

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

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.

FAMILY YMCA OF THE DESERT
Financial Statements
Year ended June 30, 2017
(With Independent Auditors' Report Thereon)

FAMILY YMCA OF THE DESERT

Financial Statements

Year ended June 30, 2017

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Davis Farr LLP
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Board Members
Family YMCA of the Desert
Palm Desert, California

Independent Auditors' Report

Report on the Financial Statements

We have audited the accompanying financial statements of the Family YMCA of the Desert, which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses and cash flows for the year then ended and related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Family YMCA of the Desert as of June 30, 2017 and the changes in its net assets and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

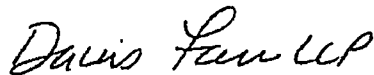
We have previously audited the Family YMCA of the Desert 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 14, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information, as required by the California Department of Education, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and in conformity with the *Guide for Auditing Child Development, Nutrition, and Adult Basic Education Programs* issued by the California Department of Education. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Requirements Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 11, 2017 on our consideration of the Family YMCA of the Desert's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Family YMCA of the Desert's internal control over financial reporting and compliance.



September 11, 2017
Irvine, California

Family YMCA of the Desert
Statement of Financial Position
June 30, 2017
(with comparative totals as of June 30, 2016)

	2017	2016
<u>Assets</u>		
Cash and cash equivalents	\$ 3,472,054	3,286,939
Investments (note 3)	452,925	451,347
Unconditional promises to give (note 4)	24,164	73,195
Accounts receivable	306,893	365,124
Prepaid expenses	33,677	38,549
Inventory	4,546	4,485
Other assets (note 4)	50,085	49,587
Buildings and equipment, net (note 5 and 6)	317,386	322,208
Total assets	\$ 4,661,730	4,591,434
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 75,114	169,876
Accrued expenses	282,518	302,151
Agency funds - aquatic program (note 12)	249,050	326,362
Unearned revenue (note 10)	128,093	118,670
Total liabilities	734,775	917,059
Net assets (note 13):		
Unrestricted:		
Undesignated	2,733,441	2,466,983
Board designated	313,156	353,069
Total unrestricted net assets	3,046,597	2,820,052
Temporarily restricted	880,358	854,323
Permanently restricted	-	-
Total net assets	3,926,955	3,674,375
Total liabilities and net assets	\$ 4,661,730	4,591,434

See accompanying notes to financial statements

Family YMCA of the Desert
 Statement of Activities
 Year ended June 30, 2017
 (with comparative totals for the year ended June 30, 2016)

	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals	
				2017	2016
Support and Revenue:					
Contributions	\$ 903,181	23,000	-	926,181	855,198
Private foundation grants	411,065	-	-	411,065	452,633
Government grants	361,087	-	-	361,087	226,739
CDE childcare contracts and grants	1,275,827	-	-	1,275,827	1,061,891
ASES childcare contracts	2,042,266	-	-	2,042,266	2,004,824
United way	45,138	-	-	45,138	43,757
Special events, net (note 15)	164,564	-	-	164,564	178,902
Memberships	45,223	-	-	45,223	47,943
Program services	2,628,447	-	-	2,628,447	2,694,483
Interest and dividends	6,241	3,035	-	9,276	7,863
Other income	246	-	-	246	3,124
Total support and revenues	7,883,285	26,035	-	7,909,320	7,577,357
Expenses:					
Program Services:					
ASES child care	2,137,475	-	-	2,137,475	2,047,993
State CDE preschool	1,146,853	-	-	1,146,853	979,413
General child care	1,318,999	-	-	1,318,999	1,339,669
Aquatics	974,237	-	-	974,237	861,044
Other programs	1,671,590	-	-	1,671,590	1,617,385
Total program services expenses	7,249,154	-	-	7,249,154	6,845,504
Supporting services					
Management and general	180,422	-	-	180,422	147,941
Fundraising	227,164	-	-	227,164	188,180
Total supporting services expenses	407,586	-	-	407,586	336,121
Total expenses	7,656,740	-	-	7,656,740	7,181,625
Increase (decrease) in net assets	226,545	26,035	-	252,580	395,732
Net assets at beginning of year	2,820,052	854,323	-	3,674,375	3,278,643
Net assets at end of year	\$ 3,046,597	880,358	-	3,926,955	3,674,375

See accompanying notes to financial statements

Family YMCA of the Desert
 Statement of Functional Expenses
 Year ended June 30, 2017
 (with comparative information for the year ended June 30, 2016)

	Program Services				
	ASES Child Care	State CDE Preschool	General Child Care	Aquatics	Other Programs
Salaries and wages	\$ 1,417,869	650,070	679,396	728,149	749,429
Audit and legal	-	14,485	-	-	3,223
Bad debts	-	-	-	-	-
Bank charges	-	-	-	-	-
Depreciation and amortization	-	-	-	-	63,465
Employee benefits	42,091	32,894	42,724	23,770	32,607
Equipment maintenance	-	8,288	18,000	17,611	76,528
Food	-	56,522	48,390	22,335	19,678
Insurance	81,683	51,300	67,984	54,888	103,255
National fees	-	-	-	-	83,140
Occupancy expenses	26,586	41,613	222,284	1,870	46,184
Office expenses	-	7,512	3,405	13,496	10,838
Organizational development	-	2,411	-	449	23,570
Other program expenses	-	-	4,107	819	189,016
Outside services	407,851	50,505	73,323	-	57,928
Payroll taxes	107,047	47,983	50,364	54,118	52,516
Pension plan contributions	17,510	40,484	37,718	23,440	39,165
Printing	-	-	-	330	4,459
Supplies	25,262	49,216	55,347	26,460	84,403
Sustaining campaign expenses	-	-	-	-	-
Taxes and licenses	3,247	2,559	7,295	1,944	2,900
Training and conferences	797	2,656	2,221	4,070	2,031
Transportation	7,532	3,406	6,441	488	27,255
Admin allocation	-	84,949	-	-	-
Total expenses	\$ 2,137,475	1,146,853	1,318,999	974,237	1,671,590

See accompanying notes to financial statements

Family YMCA of the Desert
 Statement of Functional Expenses
 Year ended June 30, 2017
 (with comparative information for the year ended June 30, 2016)

Subtotal	Supporting Services			Totals	
	Management and General	Fundraising	Subtotal	2017	2016
4,224,913	78,191	129,158	207,349	4,432,262	\$ 4,278,772
17,708	6,115	-	6,115	23,823	32,302
-	13,144	-	13,144	13,144	17,579
-	21,440	-	21,440	21,440	16,237
63,465	11,200	-	11,200	74,665	67,225
174,086	1,665	2,750	4,415	178,501	130,526
120,427	4,485	1,164	5,649	126,076	89,102
146,925	-	-	-	146,925	145,678
359,110	8,164	6,447	14,611	373,721	286,222
83,140	9,781	4,891	14,672	97,812	55,526
338,537	8,382	2,794	11,176	349,713	335,915
35,251	7,327	1,582	8,909	44,160	46,580
26,430	-	5,892	5,892	32,322	32,930
193,942	19,430	-	19,430	213,372	238,472
589,607	58,493	1,030	59,523	649,130	533,399
312,028	5,398	8,918	14,316	326,344	315,901
158,317	6,050	9,992	16,042	174,359	154,288
4,789	836	279	1,115	5,904	4,454
240,688	213	-	213	240,901	270,980
-	-	51,050	51,050	51,050	48,715
17,945	597	-	597	18,542	16,774
11,775	2,031	-	2,031	13,806	16,033
45,122	2,429	1,217	3,646	48,768	48,015
84,949	(84,949)	-	(84,949)	-	-
<u>7,249,154</u>	<u>180,422</u>	<u>227,164</u>	<u>407,586</u>	<u>7,656,740</u>	<u>\$ 7,181,625</u>

See accompanying notes to financial statements

Family YMCA of the Desert
 Statement of Cash Flows
 Year ended June 30, 2017

(with comparative totals for the year ended June 30, 2016)

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Increase in net assets	\$ 252,580	395,732
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation and amortization	74,665	67,225
Net unrealized and realized (gain) loss on investments	(1,503)	(1,484)
Proceeds from disposal of fixed assets	-	3,000
(Increase) decrease in unconditional promises to give	49,031	(30,387)
(Increase) decrease in accounts receivable	58,231	99,487
(Increase) decrease in prepaid expenses	4,872	(1,273)
(Increase) decrease in inventory	(61)	616
(Increase) decrease in other assets	(498)	(268)
Increase (decrease) in accounts payable	(94,760)	114,308
Increase (decrease) in accrued expenses	(19,634)	(62,088)
Increase (decrease) in agency funds - aquatic program	(77,312)	50,817
Increase (decrease) in unearned revenue	9,423	31,005
Net cash provided by operating activities	<u>255,034</u>	<u>666,690</u>
Cash flows from investing activities:		
Proceeds from sale of investments	44,288	-
Purchase of fixed assets	(69,843)	(45,562)
Net cash flows provided (used) by investing activities	<u>(25,555)</u>	<u>(45,562)</u>
Net increase (decrease) in cash and cash equivalents	229,479	621,128
Cash and cash equivalents at beginning of year	<u>3,286,939</u>	<u>2,665,811</u>
Cash and cash equivalents at end of year	<u>\$ 3,516,418</u>	<u>3,286,939</u>

There were no significant noncash investing and financing activities for the years ended June 30, 2017 and 2016.

See accompanying notes to financial statements

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

(1) Nature of Organization

Family YMCA of the Desert (the "Organization") was incorporated on July 19, 1982, for the purpose of providing recreational and other programs for the benefit of its members and for the community at large. The corporate office is located in Palm Desert, California. The Organization offers program services in Palm Desert and at various sites and childcare facilities throughout the Coachella Valley region of Southern California. The Organization is both publicly and privately funded. The Organization has childcare service contracts with local school districts and with the California Department of Education (CDE). The Organization receives grants from local city governments, private donations, membership fees and program service fees. The Organization also has an operating agreement with the City of Palm Desert (the "City") to manage the City's Aquatics Center. Child care fees represent the largest component of program service income. After-school preschool and child care contracts with local school districts represent the largest component of government grants.

(2) Summary of Significant Accounting Policies

(a) Basis of Accounting

The financial statements of the Family YMCA of the Desert have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

(b) Financial Statement Presentation

The Family YMCA of the Desert has implemented the financial statement presentation recommended by the Financial Accounting Standards Boards (FASB) in its Accounting Standards Codification (ASC) 958-205, *Presentation of Financial Statements*. Under ASC 958-205, the Family YMCA of the Desert is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

(c) Support and Revenue

Annual contributions are generally available for unrestricted use in the related year unless specifically restricted by the donor. Unconditional promises to give are recorded as revenue when received. Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions are substantially met. An allowance for uncollectible promises is provided based on management's evaluation of potential uncollectible promises receivable at year-end.

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

(2) Summary of Significant Accounting Policies, (continued)

(c) Support and Revenue, (continued)

Grants and other contributions of cash and other assets are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Endowment contributions are permanently restricted by the donor. Contributions of donated noncash assets are recorded at their fair value in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Program service fees (primarily childcare fees) are recorded when services are provided.

(d) Cash and Cash Equivalents

The Family YMCA of the Desert considers cash, demand deposits, money market funds and all highly liquid debt instruments purchased with an original maturity of three months or less to be cash and cash equivalents. The following items on the statement of financial position were considered cash and cash equivalents for purposes of the Statement of Cash Flows as of June 30, 2017:

Petty cash	\$ 1,760
Demand deposits	<u>3,514,658</u>
Total	<u>\$3,516,418</u>

These accounts may, at times, exceed federally insured limits. The Family YMCA of the Desert has not experienced any losses in such accounts and does not believe it is exposed to any significant credit risk on cash and cash equivalents.

(e) Investments

The Family YMCA of the Desert's investments are carried at fair value using quoted market prices with gains and losses included in the Statement of Activities. Investments can include certificates of deposit, equities, U.S. government bonds and corporate bonds. The funds are subject to gains or losses of principal based on fluctuations in market prices.

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

(2) Summary of Significant Accounting Policies, (continued)(f) Fair Value Measurements

Accounting Standards Codification ("ASC") 820, Fair Value Measurements, defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. The Organization accounts for its investments under ASC 820. The Statement establishes a fair value hierarchy that distinguishes between assumptions based on market data (observable inputs) and the Organization's assumptions (unobservable inputs). Determining where an asset or liability falls within that hierarchy depends on the lowest level input that is significant to the fair value measurement as a whole. An adjustment to the pricing method used within either Level 1 or Level 2 inputs could generate a fair value measurement that effectively falls in a lower level in the hierarchy. The hierarchy consists of three broad levels as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2 – Pricing inputs are other than quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies.

Level 3 – Pricing inputs are unobservable for the instrument and include situations where there is little, if any, market activity for the instrument. The inputs into the determination of fair value require significant management judgment or estimation.

In some instances, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such instances, an instrument's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement.

Market price is affected by a number of factors, including the type of instrument and the characteristics specific to the instrument, as well as the effects of market, interest and credit risk. Instruments with readily available active quoted prices or for which fair value can be measured from actively quoted prices generally will have a higher degree of market price observability and a lesser degree of judgement used in measuring fair value. It is reasonably possible that changes in values of these instruments will occur in the near term and that such changes could materially affect amounts reported in the Organization's financial statements.

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

(2) Summary of Significant Accounting Policies, (continued)

(g) Receivables

Grants, contracts and accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual receivables from grants and contracts and individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a debit to the valuation allowance and a credit to the applicable receivable.

(h) Other Assets

Amounts reported as "other assets" include the expected value of a life insurance policy and a time-share unit that was donated. This asset was capitalized at its fair market value at the time of donation. This asset is not subject to depreciation.

(i) Property and Equipment

The Organization's property and equipment are recorded at cost, or in the case of donated items, at estimated fair market value at the date of the gift. Maintenance and repairs are expensed when incurred and betterments are capitalized. Property and equipment are depreciated using the straight-line method over their estimated useful lives of three to thirty years. It is the policy of the Organization to capitalize all assets \$1,500 and greater.

(j) Capitalized Lease Cost

Capitalized lease cost is stated at cost and is being amortized over its useful life of thirty-five years using the straight-line method.

(k) Donations and Contributions

Unconditional promises to give and contributions received are recognized as revenues or gains in the period received. Unconditional promises to give due in future years are recorded at their net realizable value.

Contributions with donor-imposed restrictions are reported as temporarily or permanently restricted revenues. Temporarily restricted net assets are reclassified to unrestricted net assets when an expense is incurred that satisfies the donor-imposed restriction or when a time restriction has been met.

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

(2) Summary of Significant Accounting Policies. (continued)(l) Contributed Services, Materials and Facilities

Contributions of services are recognized if the services received create or enhance non-financial assets or require specialized skills, are purchased by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of donated noncash assets are recorded at their fair value in the period received. The Organization occupies and offers on-site program services at facilities owned by local cities. The Organization does not pay rent for the use of such facilities. The estimated fair rental value of contributed facilities is recorded as contribution revenue.

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its program services and fundraising campaigns. No amounts for such donated services have been recognized in the accompanying financial statements since no objective basis is available to measure the value of such services. Contributed services requiring specific expertise are recognized in the accompanying financial statements.

The Organization recognizes contributed rent expense on certain facilities. Donated rent, supplies and vehicles for the year ended June 30, 2017 totaled \$232,652. The fair value of contributed rent, vehicles and supplies has been measured on a nonrecurring basis using quotes prices in active or inactive markets for the same or similar assets.

(m) Income Taxes

The Organization is a California nonprofit corporation, which operates as a public charity and is exempt from Federal and State Corporate income taxes under Section 501 (c)(3) of the Internal Revenue Code and similar state statutes. Therefore, no provision is made for current or deferred income taxes. The Organization uses the same accounting methods for tax and financial reporting.

U.S. Generally Accepted Accounting Principles provide accounting and disclosure guidance about positions taken by an organization in its tax returns that might be uncertain. Management has reviewed the significant tax positions taken by the Organization in its federal and state information returns and believes that none of the tax positions taken by the Organization will result in contingent tax liabilities. The Organization's tax and information returns are subject to examination by federal and state taxing authorities, generally for three and four years respectively, after they are filed.

(n) Expense Allocation

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

(2) Summary of Significant Accounting Policies. (continued)

(o) Net Assets

To ensure observance of limitations and restrictions placed on the use of financial resources available to the Family YMCA of the Desert, the accounts of the Family YMCA of the Desert are maintained in accordance with the principles of net asset accounting. This is the procedure by which financial resources for various purposes are classified for accounting and reporting purposes into net asset classification established according to their nature and purpose. Separate accounts are maintained for each net asset classification; however, in the accompanying financial statements, net asset classifications that have similar characteristics have been combined into net asset groups as noted below.

Net assets and revenue, gains, expenses, and losses are classified as unrestricted, temporarily restricted, or permanently restricted, as follows:

- Unrestricted net assets represent the portion of net assets over which the governing board has discretionary control for general operations of the Organization. The only limits on unrestricted net assets are limits resulting from contractual agreements.
- Temporarily restricted net assets consist of the portion of net assets resulting from contributions, pledges and other inflows of assets whose use by the Organization is limited by donor-imposed restrictions that expire by passage of time or accomplishment of purpose. When the purpose/time restrictions are accomplished, the temporarily restricted net assets are reclassified to unrestricted net assets.
- Permanently restricted net assets consist of contributions, such as permanent endowment funds, subject to donor imposed stipulations that the principal be maintained permanently by the Family YMCA of the Desert. Generally, the donors permit the Family YMCA of the Desert to use all or part of the income earned on these assets.

(p) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. However, management anticipates any variances to be immaterial.

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

(2) Summary of Significant Accounting Policies, (continued)

(g) Prior Year Data

Selected information regarding the prior year has been included in the accompanying financial statements. Certain reclassifications have been made to prior year amounts in order to conform to the current year presentation. This information has been included for comparison purposes only and does not represent a complete presentation in accordance with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Family YMCA of the Desert's prior year financial statements, from which this selected financial data was derived.

(3) Investments

The following table presents investments recorded at fair value as of June 30, 2017 and indicates the fair value hierarchy of the valuation techniques used to measure fair value as described in note 2(f).

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Certificates of deposit	\$ 452,925	-	452,925	-
Total investments	<u>\$ 452,925</u>	<u>-</u>	<u>452,925</u>	<u>-</u>

(4) Unconditional Promises to Give and Split Interest Agreements

The amount of unconditional promises to give at June 30, 2017 was as follows:

Sustaining Campaign	\$ 24,164
Less: allowance for uncollectible pledges	-
Net unconditional promises to give	<u>\$ 24,164</u>

Amounts of unconditional promises to give due in:

Less than one year	\$ 24,164
One to five years	-
More than five years	-
	<u>\$ 24,164</u>

Bad debts expense of \$13,144 was recorded during the year in connection with the sustaining campaign.

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

(4) Unconditional Promises to Give and Split Interest Agreements, (continued)

The YMCA has been named a beneficiary in a split interest agreement. The Organization's beneficial interest in split interest agreements is reported as part of other assets and carried at fair value, which the Organization has estimated based on the present value of the expected future cash inflows. Based on donor life expectancy and discount rate of 4.5% based on the risk of the agreement, the fair value of the Organization's interest is \$39,795 as of June 30, 2017.

(5) Property and Equipment

Property and equipment at June 30, 2017 are summarized as follows:

Building Improvement and Modulares	\$ 719,090
Leased Building	250,000
Office Equipment and Furniture	206,155
Automobiles	172,520
Computer Equipment	31,633
Program and Educational Equipment	<u>197,892</u>
	1,577,290
Less: Accumulated Depreciation	<u>(1,259,904)</u>
	<u>\$ 317,386</u>

Depreciation and amortization expense was \$74,665 for the year ended June 30, 2017.

(6) Capitalized Lease Cost

In May 1989, the Organization entered into a lease to occupy its current facility from the City of Palm Desert (the "City"). The lease had an initial term of ten years commencing on May 1, 1990, with two options to extend the lease term for twenty-five years each. In February 1999, the lease term was subsequently modified to an initial term of fifteen years. In August 2005, the lease terms were again modified to extend the initial lease term for one additional year to expire on May 1, 2006. Each twenty-five year option requires the Organization to pay for expansion of the facility by 5,000 square feet. The Organization is responsible for all utilities, taxes and repairs to the facility as well as providing adequate insurance coverage.

During a previous year, additional negotiations between the Organization and the City of Palm Desert resulted in submission of facility expansion plans to the City. A final architectural design for the Organization's existing facility has not yet been identified and a written lease extension contract has not yet been executed.

The initial consideration for the Organization to occupy the facility was to deed two acres of land (valued at \$150,000) to the City of Palm Desert as well as paying \$100,000 in cash, for a total of \$250,000. Amortization expense for the year ended June 30, 2017 was \$7,143. Accumulated amortization at June 30, 2017, was \$187,500. The net value of the

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

capital lease at year end was \$62,500 and was included with property and equipment on the statement of financial position.

(7) Operating Leases

The Organization leases certain office equipment, storage space and facilities under operating leases on a month-to-month basis and long-term leases with expiration dates reaching to June 2019.

Future minimum payments under operating lease arrangements are as follows:

Fiscal year:

2018	\$ 52,600
2019	46,200
Total	<u>\$ 98,800</u>

Some of the Organization's child care centers and day camp facilities are leased on an annual basis with cancellation clauses or on a month to month basis. The Organization also leases facilities owned by several local cities with annual rents of \$1 or less. Contributed rent expense is recognized on such lease arrangements. For the year ended June 30, 2017, contributed rent totaling \$158,385 on various sites leased from local cities was recognized as contribution revenue and rent expense.

During 2011, the Organization entered into a one-year lease with a board member. The lease agreement has since been extended for each year since. Operating rent of \$13,200 was paid to this Board of Trustee member for the year ended June 30, 2017. Other rental expense for equipment, storage facilities, childcare and other program facilities for the year ended June 30, 2017 was \$51,210.

(8) Employee Benefit Plan

The Organization contributes on behalf of its employees to the YMCA Retirement Fund defined contribution pension plan. Under the plan, contributions were made based on 8% of the employee's annual salary. All full-time employees, at least 21 years of age, become eligible to participate in the plan after two years and 1,000 hours of service. Pension expense for the year ended June 30, 2017 was \$174,359. This plan is administered by the National YMCA.

(9) Accumulated Vacation

Accumulated unpaid employee vacation benefits are recognized as accrued expenses in the accompanying financial statements. The liability is recognized in the program to which the liability relates. The value of accumulated vacation leave at June 30, 2017 is as follows:

Non-CDE Sponsored Programs	\$ 75,977
CDE Programs	16,503
	<u>\$ 92,480</u>

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

(10) Unearned Revenue

Unearned revenue liability at June 30, 2017 is comprised of the following:

Childcare and general program fees	\$ 103,350
Aquatics program fees	14,802
QRIS program fees	<u>9,941</u>
Total	<u>\$ 128,093</u>

Unearned revenue fees for childcare, aquatics and other general programs were applied towards program revenues in the next fiscal year.

(11) CDE Child Development Reserves

Child development contractors with the California Department of Education are allowed, with prior CDE approval, to maintain a reserve account from unexpended child development contract funds. Transfers from a reserve account are considered restricted income for child development programs, but may be applied to any of the contracts that are eligible to contribute to that particular program type.

The Organization maintains a reserve account for its center based state preschool program and funds are deposited into an interest-bearing account. These funds are considered to be CDE funds, for which the Organization is merely acting as an agent holding the funds on behalf of the CDE. Upon termination of all child development center-based contracts with the CDE, unspent reserve funds have to be returned back to the CDE.

(12) Agency Funds

The Aquatics Program is supported by the City of Palm Desert. City support funds in excess of program expenses are held in a separate account and are refunded back to the City periodically. Agency funds totaling \$249,050 have been reported as a liability in the statement of financial position, since these funds are considered to be unearned amounts associated with contracts to provide an aquatic program for the community of Palm Desert.

(13) Net Assets

Board designated and temporarily restricted net assets were available at June 30, 2017 for the following purposes:

FAMILY YMCA OF THE DESERT

Notes to the Financial Statements

Year ended June 30, 2017

(13) Net Assets. (continued)

	Unrestricted Board <u>Designated</u>	Temporarily <u>Restricted</u>
New facilities fund	\$ 227,113	862,713
Future maintenance	55,221	-
Programs	-	17,645
Unemployment liability reserve	<u>30,822</u>	<u>-</u>
	<u>\$ 313,156</u>	<u>880,358</u>

During the past several years, the New Facilities Fund has borrowed from the Operating Fund to cover expenses related to capital campaign activities totaling \$278,796. A due to/from has been established in the books for tracking purposes, but has been eliminated for financial statement reporting purposes.

(14) Related Party Transactions

As discussed in Note 7, facilities rent of \$13,200 was paid to a Board of Trustee member for the year ended June 30, 2017.

The Organization maintains banking relationships with several financial institutions. Two board members work at these institutions.

The Organization had outstanding employee loans of \$1,300 at June 30, 2017. This amount is made up of several staff that received training as part of their hiring requirements paid for by the Organization. The staff will reimburse the Organization through payroll deduction in the next fiscal year.

(15) Special Events

	<u>Hoedown</u>	<u>Golf Tournament</u>	<u>Other Events</u>	<u>Total</u>
Special event revenue	\$ 219,390	35,751	88,397	345,266
Less direct expenses	<u>(81,584)</u>	<u>(9,314)</u>	<u>(89,804)</u>	<u>(180,702)</u>
Net support from special events	<u>\$ 137,806</u>	<u>26,437</u>	<u>(1,407)</u>	<u>164,564</u>

(16) Commitments and Contingencies

The YMCA is a defendant in a lawsuit. At date of issuance, it was premature to calculate outcome and range of loss related to this lawsuit. The YMCA has insurance that they anticipate will cover the full range of potential loss.

(17) Subsequent Events

Subsequent events have been evaluated through September 11, 2017, which is the date the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

Family YMCA of the Desert
 Schedule of Federal and State Awards
 Year Ended June 30, 2017

Grantor	Federal CFDA Number	Grantor's Number	Program of Award Amount	Revenue Recognized	Reimbursable Disbursement/ Expenditures	State Reserve Fund	
<u>U.S. Department of Agriculture</u>							
Passed through California Department of Education:							
Child and Adult Care Food Program	10.558		\$ 96,916	96,916	112,938	-	
Total Department Expenditures			<u>96,916</u>	<u>96,916</u>	<u>112,938</u>	<u>-</u>	
<u>Child Development Division</u>							
State Preschool		93.596 and 93.575	CSPP-5340	<u>1,164,132</u>	<u>1,118,376</u>	<u>1,049,937</u>	<u>68,439</u>
Total Department Expenditures				<u>1,164,132</u>	<u>1,118,376</u>	<u>1,049,937</u>	<u>68,439</u>
Total Expenditures of Federal and State Awards				<u>\$ 1,261,048</u>	<u>1,215,292</u>	<u>1,162,875</u>	<u>68,439</u>

See accompanying notes to the supplementary information

Family YMCA of the Desert
 Combining Statement of Financial Position
 June 30, 2017

	State Preschool Program	Non CDE Sponsored Programs	Total
<u>Assets</u>			
Cash and cash equivalents	\$ 71,853	3,400,201	3,472,054
Investments	-	452,925	452,925
Unconditional promises to give, net	-	24,164	24,164
Accounts receivable	65,314	241,579	306,893
Prepaid expenses	-	33,677	33,677
Inventory	-	4,546	4,546
Other assets	-	50,085	50,085
Land, buildings and equipment, net	58,770	258,616	317,386
Interfund Receivable (Payable)	(11,270)	11,270	-
Total assets	\$ 184,667	4,477,063	4,661,730
<u>Liabilities and Net Assets</u>			
Accounts payable	\$ 12,599	62,515	75,114
Accrued expenses	43,106	239,412	282,518
Agency funds - aquatic program	-	249,050	249,050
Deferred revenues	9,941	118,152	128,093
Total liabilities	65,646	669,129	734,775
Net assets:			
Unrestricted:			
Undesignated	119,021	2,614,420	2,733,441
Board designated	-	313,156	313,156
Total unrestricted net assets	119,021	2,927,576	3,046,597
Temporarily restricted	-	880,358	880,358
Permanently restricted	-	-	-
Total net assets	119,021	3,807,934	3,926,955
Total liabilities and net assets	\$ 184,667	4,477,063	4,661,730

See accompanying notes to the supplementary information

Family YMCA of the Desert
Combining Statement of Activities
Year ended June 30, 2017

	State Preschool Program	Non CDE Sponsored Programs	Totals
Support and Revenue:			
Program Revenues:			
Program services	\$ 49,447	2,579,000	2,628,447
Memberships	-	45,223	45,223
CDE childcare	1,068,115	42,090	1,110,205
CDE food contracts	96,916	68,706	165,622
QRIS childcare	27,528	-	27,528
ASES childcare	-	2,014,738	2,014,738
Total program revenues	1,242,006	4,749,757	5,991,763
Other Support:			
Contributions	-	1,743,471	1,743,471
Investment income, net	16	9,260	9,276
Gain on sale of assets	-	246	246
Special events, net of direct expenses	-	164,564	164,564
Total Other Support	16	1,917,541	1,917,557
Total support and revenues	1,242,022	6,667,298	7,909,320
Expenses:			
Program Services:			
Child Care	1,146,853	3,456,474	4,603,327
Aquatics	-	974,237	974,237
Other Programs	-	1,671,590	1,671,590
Total program services expenses	1,146,853	6,102,301	7,249,154
Supporting services			
Management and general	-	180,422	180,422
Fundraising	-	227,164	227,164
Total supporting services expenses	-	407,586	407,586
Total expenses	1,146,853	6,509,887	7,656,740
Increase (decrease) in net assets	95,169	157,411	252,580
Net assets at beginning of year	23,852	3,650,523	3,674,375
Net assets at end of year	\$ 119,021	3,807,934	3,926,955

See accompanying notes to the supplementary information

Family YMCA of the Desert
 Schedule of Expenditures by State Categories
 Year Ended June 30, 2017

	State Preschool Program
1000 Certified salaries	\$ 355,075
2000 Classified salaries	293,002
3000 Employee benefits	159,519
4000 Books and supplies	99,926
4400 Non-capitalized equipment	-
5000 Services and other operating expenses	152,188
6400 Other approved capital outlay	-
6500 New equipment	2,194
Depreciation of use allowance	-
Start-up expenses	-
Indirect Costs	84,949
Total expenses claimed for reimbursement	\$ 1,146,853

We have examined the claims filed for reimbursement and the original records supporting the transactions recorded under the contracts listed above to an extent considered necessary to assure ourselves that amounts claimed by the contractor were eligible for reimbursement, reasonable, necessary, and adequately supported, according to governing laws, regulations and contract provisions.

See accompanying notes to the supplementary information

Family YMCA of the Desert
Reconciliation of CDE and GAAP Expenses Reporting
Year Ended June 30, 2017

	State Preschool Program
Reimbursable expenses per audited fiscal reports	\$ 1,146,853
Program expenses per GAAP financial reports	<u>1,146,853</u>
Difference	-
Different between CDE and GAAP reporting	<u>\$ -</u>

See accompanying notes to the supplementary information

Family YMCA of the Desert
 Schedule of Reimbursable Equipment Expenditures
 Year Ended June 30, 2017

	State Preschool Program	State Grants	Total
Unit cost under \$7,500 per item	\$ -	-	-
Unit cost over \$7,500 per item with prior written approval	-	-	-
Unit cost over \$7,500 per item without prior written approval	-	-	-
Total	<u>\$ -</u>	<u>-</u>	<u>-</u>

See accompanying notes to the supplementary information

Family YMCA of the Desert
 Schedule of Reimbursable Renovation and Repair Expenditures
 Year Ended June 30, 2017

	State Preschool Program	State Grant	Total
Unit cost under \$10,000 per item	\$ -	-	-
Unit cost over \$10,000 per item with prior written approval	-	-	-
Unit cost over \$10,000 per item without prior written approval	-	-	-
Total	<u>\$ -</u>	<u>-</u>	<u>-</u>

See accompanying notes to the supplementary information

Family YMCA of the Desert
 Schedule of Reimbursable Administrative Costs
 Year Ended June 30, 2017

	State Preschool Program	State Grant	Total
Director salaries	\$ 26,180	-	26,180
Clerical salaries	22,133	-	22,133
Employee benefits	2,445	-	2,445
Payroll taxes	3,566	-	3,566
Insurance	2,688	-	2,688
Audit fees	14,485	-	14,485
Indirect costs:			
Direct services	84,949	-	84,949
Total	<u>\$ 156,446</u>	<u>-</u>	<u>156,446</u>

See accompanying notes to the supplementary information

AUDITED ATTENDANCE AND FISCAL REPORT

for California State Preschool Programs

Agency Name: FAMILY YMCA OF THE DESERT Vendor No. T774

Fiscal Year Ended: June 30, 2017 Contract No. CSPP-6352

Independent Auditor's Name: DAVIS FARR LLP

SECTION I - CERTIFIED CHILDREN DAYS OF ENROLLMENT	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
	CUMULATIVE FISCAL YEAR PER FORM CDFS 8501	AUDIT ADJUSTMENTS	CUMULATIVE FISCAL YEAR PER AUDIT	ADJUSTMENT FACTOR	ADJUSTED DAYS OF ENROLLMENT PER AUDIT
<i>Three and Four Year Olds</i>					
Full-time-plus			-	1.1800	-
Full-time	12,922		12,922	1.0000	12,922.000
Three-quarters-time			-	0.7500	-
One-half-time	16,146		16,146	0.6196	10,004.062
<i>Exceptional Needs</i>					
Full-time-plus			-	1.4160	-
Full-time			-	1.2000	-
Three-quarters-time			-	0.9000	-
One-half-time			-	0.6196	-
<i>Limited and Non-English Proficient</i>					
Full-time-plus			-	1.2980	-
Full-time	4,293		4,293	1.1000	4,722.300
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6196	-
<i>At Risk of Abuse or Neglect</i>					
Full-time-plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6196	-
<i>Severely Disabled</i>					
Full-time-plus			-	1.7700	-
Full-time			-	1.5000	-
Three-quarters-time			-	1.1250	-
One-half-time			-	0.6196	-
TOTAL DAYS OF ENROLLMENT	33,361	-	33,361		27,648.362
DAYS OF OPERATION					
DAYS OF ATTENDANCE					

NO NONCERTIFIED CHILDREN - Check box, omit page 2 & continue to Section III if no noncertified children were enrolled in the program.

Comments - If necessary, attach additional sheets to explain adjustments:

AUDITED ATTENDANCE AND FISCAL REPORT for California State Preschool Programs			
Agency Name: <u>FAMILY YMCA OF THE DESERT</u>		Vendor No. <u>T774</u>	
Fiscal Year End: <u>June 30, 2017</u>		Contract No. <u>CSPP-6352</u>	
	COLUMN A CUMULATIVE FISCAL YEAR PER FORM CDFS 6501	COLUMN B AUDIT ADJUSTMENT INCREASE OR (DECREASE)	COLUMN C CUMULATIVE FISCAL YEAR PER AUDIT
SECTION III - REVENUE			
RESTRICTED INCOME			
Child Nutrition Programs	\$96,916		\$96,916
County Maintenance of Effort (EC § 8279)			0
Uncashed Checks to Providers			0
Other (Specify):			0
Other (Specify):			0
Subtotal	\$96,916	\$0	\$96,916
Transfer from Reserve - General			0
Transfer from Reserve - Professional Development			0
Subtotal	\$0	\$0	\$0
Family Fees for Certified Children	49,447		49,447
Interest Earned on Apportionments	16		16
UNRESTRICTED INCOME			
Family Fees for Noncertified Children			0
Head Start Program (EC § 8235(b))			0
Other (Specify):			0
Other (Specify):			0
TOTAL REVENUE	\$146,379	\$0	\$146,379
SECTION IV - REIMBURSABLE EXPENSES			
<i>Direct Payments to Providers (FCCH Only)</i>			
1000 Certificated Salaries	355,075		355,075
2000 Classified Salaries	293,002		293,002
3000 Employee Benefits	159,519		159,519
4000 Books and Supplies	99,926		99,926
5000 Services and Other Operating Expenses	152,188		152,188
6100/6200 Other Approved Capital Outlay			0
6400 New Equipment (program-related)	2,194		2,194
6500 Replacement Equipment (program-related)			0
Depreciation or Use Allowance			0
Start-Up Expenses (service level exemption)			0
Budget Impasse Credit			0
Indirect Costs Rate: 8.02% (Rate is Self-Calculating)	84,949		84,949
TOTAL EXPENSES CLAIMED FOR REIMBURSEMENT	\$1,146,853	\$0	\$1,146,853
TOTAL ADMINISTRATIVE COSTS (included in section IV above)	\$156,446	\$0	\$156,446
FOR CDE-A&I USE ONLY:			
<p>Independent Auditor's Assurances on Agency's compliance with Contract Funding Terms and Conditions and Program Requirements of the California Department of Education, Early Education and Support Division: Eligibility, enrollment, and attendance records are being maintained as required (check YES or NO):</p> <p><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO - Explain any discrepancies.</p> <p>Reimbursable expenses claimed above are eligible for reimbursement, reasonable, necessary, and adequately supported (check YES or NO):</p> <p><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO - Explain any discrepancies.</p>			
		<p>COMMENTS - If necessary, attach additional sheets to explain adjustments:</p>	

NO SUPPLEMENTAL REVENUES OR EXPENSES - Check box and omit page 4 if there are no supplemental revenues or expenses to report.

**AUDITED ATTENDANCE AND FISCAL REPORT
for California State Preschool Programs**

Agency Name: FAMILY YMCA OF THE DESERT Vendor No. T774
 Fiscal Year End: June 30, 2017 Contract No. CSPP-8352

	COLUMN A	COLUMN B	COLUMN C
SECTION V - SUPPLEMENTAL REVENUE	CUMULATIVE FISCAL YEAR PER FORM CDFS 8501	AUDIT ADJUSTMENT INCREASE OR (DECREASE)	CUMULATIVE FISCAL YEAR PER AUDIT
Enhancement Funding	\$27,528		\$27,528
Other (Specify):			0
Other (Specify):			0
Other (Specify):			0
TOTAL SUPPLEMENTAL REVENUE	\$27,528	\$0	\$27,528

SECTION VI - SUPPLEMENTAL EXPENSES

EXPENSES RELATED TO SUPPLEMENTAL REVENUE			
1000 Certificated Salaries			\$0
2000 Classified Salaries			0
3000 Employee Benefits			0
4000 Books and Supplies			0
5000 Services and Other Operating Expenses	27,528		27,528
6000 Equipment/Other Capital Outlay			0
Depreciation or Use Allowance			0
Indirect Costs			0
NONREIMBURSABLE EXPENSES			
6100-6500 Nonreimbursable Capital Outlay			0
Other, e.g., Entertainment Expenses			0
Other (Specify):			0
Other (Specify):			0
TOTAL SUPPLEMENTAL EXPENSES	\$27,528	\$0	\$27,528

COMMENTS - If necessary, attach additional sheets to explain adjustments.

AUDITED RESERVE ACCOUNT ACTIVITY REPORT			
Agency Name: <u>FAMILY YMCA OF THE DESERT</u>			
Fiscal Year End: <u>June 30, 2017</u>		Vendor No. <u>T774</u>	
Independent Auditor's Name: <u>DAVIS FARR LLP</u>			
RESERVE ACCOUNT TYPE (Check One):	COLUMN A	COLUMN B	COLUMN C
<input type="checkbox"/> Center Based <input type="checkbox"/> Resource and Referral <input type="checkbox"/> Alternative Payment	PER AGENCY	AUDIT ADJUSTMENT INCREASE OR (DECREASE)	PER AUDIT
LAST YEAR:			
1. Beginning Balance (must equal ending balance from Last Year's AUD 9530-A)	\$15,036		\$15,036
2. Plus Transfers from Contracts to Reserve Account (based on last year's post-audit CDFS 9530, Section IV):			
Contract No. CSPP-6352	\$68,439		\$68,439
Contract No.			0
Contract No.			0
Contract No.			0
Contract No.			0
Contract No.			0
Total Transferred from Contracts to Reserve Account	\$68,439	\$0	\$68,439
3. Less Excess Reserve to be Billed (enter as a positive amount any excess amount calculated by CDFS on last year's post-audit CDFS 9530)			
			\$0
4. Ending Balance on Last Year's Post-Audit CDFS 9530	\$83,475	\$0	\$83,475
THIS YEAR:			
5. Plus Interest Earned This Year on Reserve Funds (column A must agree with this year's CDFS 9530-A, Section II)	\$4		\$4
6. Less Transfers to Contracts from Reserve Account (column A amounts must agree with this year's CDFS 9530-A, Section III; and column C amounts must be reported on this year's AUD forms for respective contracts):			
CSPP - General			
Contract No.			\$0
Contract No.			0
CSPP - Professional Development			
Contract No.			\$0
Contract No.			0
Subtotal	\$0	\$0	\$0
Other Contracts			
Contract No.			\$0
Contract No.			0
Contract No.			0
Contract No.			0
Contract No.			0
Subtotal	\$0	\$0	\$0
Total Transferred to Contracts from Reserve Account	\$0	\$0	\$0
7. Ending Balance on June 30, 2017 (column A must agree with this year's CDFS 9530-A, Section IV)	\$83,479	\$0	\$83,479
COMMENTS - If necessary, attach additional sheets to explain adjustments:			

FAMILY YMCA OF THE DESERT

Notes to Supplementary Information

Year ended June 30, 2017

(1) Summary of Significant Accounting Policies

(a) Basis of Accounting

The accompanying combining statements of financial position, activities and changes in net assets have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Other supplementary schedules have been prepared in accordance with the Funding Terms and Conditions and Program Requirements of the California Department of Education (CDE).

(b) Allowable Indirect Costs

Indirect costs are only applicable to the 1000-5000 series of general ledger expenditure accounts in the *California School Accounting Manual*. In accordance with CDE Funding Terms and Conditions, indirect costs cannot be charged on capital outlay expenditures in the 6000 series accounts.

(c) Use of Estimates

The preparation of supplementary information in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(2) Federal Awards

The Agency's federal awards for the fiscal year ended June 30, 2017 were less than \$750,000.

(3) Equipment and Property Purchased with CDE Funds

A capitalization threshold of \$1,500 is used for property and equipment acquired under CDE contracts. The CDE has a reversionary interest in property and equipment purchased with state funds.

(4) Reconciliation of CDE and GAAP Expense Reporting

As discussed in Note 1 above, the CDE supplementary information is presented in accordance with CDE reporting requirements. CDE program funds expended for assets that would normally be capitalized and depreciated under GAAP are reported as program expenditures in the CDE schedules. To address such reporting differences, the supplementary information includes a *Reconciliation of CDE and GAAP Expense Reporting*.



Davis Farr LLP
2301 Dupont Drive | Suite 200 | Irvine, CA 92612
Main: 949.474.2020 | Fax: 949.263.5520

Board Members
Family YMCA of the Desert
Palm Desert, California

*Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance
and Other Matters Based on an Audit of Financial Statements Performed
in Accordance With Government Auditing Standards*

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Family YMCA of the Desert (the "Organization"), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 11, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed one instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Board of Trustees
Family YMCA of the Desert
Page 2

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

David Lee CP

September 11, 2017
Irvine, California

FAMILY YMCA OF THE DESERT
Schedule of Findings and Questioned Costs

Year ended June 30, 2017

(A) Summary of Auditor's Results

1. An unmodified report was issued by the auditors on the basic financial statements of the auditee.
2. No material weaknesses or significant deficiencies in internal control over financial reporting based on our audit of the financial statements of the auditee was reported.
3. We noted no material weaknesses or significant deficiencies with CDE Child Development Programs.
4. We noted no material instances of noncompliance with CDE Child Development Programs.

(B) Findings Related to the Financial Statements which are Required to be Reported in Accordance with GAGAS

There are no auditors' findings required to be reported in accordance with GAGAS.

FAMILY YMCA OF THE DESERT
Summary Schedule of Prior Audit Findings
Year ended June 30, 2017

There were no prior audit findings for the year ended June 30, 2016.

EXTENSION TO AGREEMENT

WHEREAS, the City of Palm Desert ("City") and the Family YMCA of the Desert., a California non-profit corporation ("Consultant"), entered into an agreement, dated July 1, 2018, to provide management and operation at the Palm Desert Aquatic Center ("Agreement"), the parties wish to extend the Agreement effective July 1, 2020.

NOW, THEREFORE, the parties agree as follows:

- A. Term is extended to add the following paragraph to the end of the existing section, as amended.

"The term of this Agreement is extended, and shall include the time period from July 1, 2020 through June 30, 2021."

- B. All other terms and conditions of the Agreement shall remain unchanged, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the _____ day of _____, 2020.

CITY OF PALM DESERT
A Municipal Corporation

Family YMCA of the Desert

Gina Nestande, Mayor
City of Palm Desert, California

Paula Simonds, C.E.O.

Attest:

Approved as to Content:

Grace L. Rocha, Acting City Clerk
City of Palm Desert, California

Ryan Stendell
Director of Community Development

Approved as to Form:

Robert W. Hargreaves, City Attorney