

2024 July 18¹
2024 September 14²
2024 September 20³

Agreement between City of Castroville Parks and Recreation and Medina Valley Swim Club

Parties Defined and Person of Contact

- “Parties”: the City of Castroville (COC); the Medina Valley Swim Club (MVSC).
- City of Castroville (COC) is represented by Jonah Chang, Parks and Recreation Manager for the City of Castroville.
- Medina Valley Swim Club (MVSC) is represented by nicol schriner, Owner and Head Coach of the club swim team.
- In the event that Jonah Chang becomes unavailable, Briana Tello, Community Services Admin Assistant, is the representative of the City of Castroville.
- In the event that nicol schriner becomes unavailable, Gina Davis, MVSC team administrator, is the representative of the team.

Pool and Facility defined, including use

- “Pool” refers to the space that includes six 25-yard lanes, instructional area, pool deck, and diving area.
- “Facility” includes use of the Pool, upper and lower pool decks, changing areas including showers and restrooms, and Regional Park approved parking areas.
- Times and days access agreed on by Facility Use Contract.
- MVSC will have access to run aquatics programming from Tuesday, September 03, 2024 through Wednesday, April 30, 2025 (March and April tentative).
- MVSC understands that COC is a community space and that pool and facility use arrangements may need to be modified due to COC construction and additional programming.

Rental time access to pool and facilities

- Rental time begins and ends according to the Facility Use Contract.
 - Access to facility is Monday-Friday from 13:30 until 18:00 (with 15 minute buffer) and Sat 7:45-10:00.
 - Additional access includes for one lane until 7:30 p.m. two weekdays each week⁴.
 - Community parking is available for MVSC program participants during scheduled team events.
 - MVSC will also accommodate additional non-competitive swim programming that the City decides to allow (ex: Kinetic Kids).
- MVSC requests combination code to the main pool gate and emergency service gate. Code will only be used by Head Coach and Lead Developmental Coach (Laura Kokesh) and only during times approved in the Facility Use Contract.

¹ Meeting at RV Park Rec Hall 9:01-9:41 a.m. (attending: Jonah Chang-COC Parks Manager, Caytan Chang-COC Pool Manager, Briana Tello-Parks Admin, and nicol schriner- MVSC owner). Agreement sent to all attending parties July 18, 2024 at 11:19 a.m. for review.

² Updated language to agreement based on August 13, 2024 email from City of Castroville Parks and Recreation Manager, Jonah Chang (Jonah.Chang@castrovilletx.gov) to nicol schriner (coachnicol.mvsc@gmail.com); included in email: Briana Tello (Briana.Tello@castrovilletx.gov), Caytan Chang (cchang78056@gmail.com), and Castroville Pool Manager (pool@castrovilletx.gov).

³ Updates to agreement made 8/20/2024 reflecting 8/18/2024 meeting and 8/20/2024 email request from COC to MVSC for MVSC to update agreement language.

⁴ Request made after receiving updated agreement terms from City on August 13, 2024. Agreed to at 8/18/2024 meeting with Jonah Chang and Briana Tello.

- Modifications to pool and facility access TBD based on written notice.

Rental Fees, Annual COC Participant Fees, Possible Additional Event Fees

- The rental fee MVSC will pay to COC is a \$90 annual fee (Sept 04, 2024-Sept 03, 2025) for each MVSC program participant⁵ and will not exceed \$5,000.
- The rental fee MVSC will pay to COC for swim lesson participants is \$5 per class. (Example: if there are four classes in a lesson program, the rental fee to be paid to COC is \$20 per student.)⁶
 - *Rental fees for 2025-2026 season may change from 2024-2025; an agreement on future fees will be discussed before the end of the 2024-2025 season⁷.*
- The City of Castroville Parks and Recreation Department, as a sponsor of MVSC, will provide reduced facility rental cost for team events (ex: pavilion use for team party); may, at COC discretion, post newsworthy MVSC items to the Parks and Rec Facebook page or other media; allow for the appropriate use of City logo on MVSC materials (ex: acknowledging sponsorship on team website, team banner, team shirts, and event information). COC will also allow for the placement of two banners on the pool fence: one for the team and an additional one for team sponsors.⁸
- MVSC, as a recipient of the sponsorship will post information regarding COC programs (ex: fitness swim, volunteer opportunities) on team website; help fundraising efforts for pool investments (capital improvements, equipment items) that will be the sole property of COC.
- Facility use will be negotiated as the community interest indicates that swim events at the Pool serve the community.
 - MVSC recognizes that the Castroville Regional Park Pool is not currently authorized by USA Swimming to hold sanctioned swim meets. However, MVSC may hold up to three (3) small developmental meets during the year. Dates and times are intended to be within the scheduled swim team rental unless permitted in advance and in writing by COC. MVSC is responsible for appropriate safety staffing for these events.

Billing and terms of billing

- MVSC will deliver a check to the City of Castroville twice each club program season for participant participation (i.e.: Dec 05, 2023; April 20, 2024).
 - Along with each check, MVSC will provide to COC a team roster with the names, ages, and cities of residence for program participants.
- Fees and billing invoice agreements for additional Facility Use will be agreed upon in writing case-by-case.

Responsibility for Pool air and water quality

- The City of Castroville is responsible for maintaining the water quality of the pool and maintenance of the facility. Because the Castroville Regional Park Pool is an outdoor facility, there is no reasonable expectation that COC can control air quality.
- *Jonah Chang/Other, (aquatics safety cert) for COC is responsible for setting the schedule for water quality testing and facility maintenance and to make that*

⁵ Change from \$60 annual fee to \$100 on 7/18/2024 document based on updated terms from City made 8/14/2024 by email. Agreement made 8/18/2024 to \$90 per club participant and to cap annual fees to \$5000.

⁶ Addition to agreement made 8/18/2024.

⁷ Update to agreement made 8/18/2024.

⁸ Request made by MVSC 8/14/2024. Agreed to by COC 8/18/2024.

information available to MVSC (ex: MVSC having access to online chemical logs through digiaquatics).

- nicol schriner, Owner and Head Coach of MVSC, is responsible for checking COC water quality logs/maintenance schedule as well as providing a second layer of safety testing based on observation (ex: weather events).
- COC and MVSC share a responsibility to notify the other party as soon as possible if there is a problem with water quality.

Responsibility for Facility Maintenance

- The City of Castroville is responsible for maintaining the cleanliness and maintenance of pool decks, changing rooms, showers, restrooms, parking areas, and pool.
- MVSC is responsible for treating the facilities with respect, including doing a walk through before and after practice. During walkthroughs MVSC is responsible to identify and communicate pre-existing and team-generated problems⁹.
- Both parties agree to notify the other party by email or phone call as soon as issues of maintenance or cleanliness are apparent.
 - If MVSC is the first group to use the pool, MVSC will use COC equipment to test the chemicals and send confirmation of testing and results to COC either by email or text. *MVSC agrees to do “modified opening duties” prior to COC staff to ensure the facility is safe and operating properly.*¹⁰

Ownership, maintenance, and storage of equipment

- *The City of Castroville owns the emergency equipment, lane lines, and backstroke flag poles and buckets, cones, hula hoops, shade umbrellas, and digital deck clock.*
- *The MVSC will have access to the aforementioned equipment and no other equipment. Use of COC property makes MVSC responsible to treat all equipment with respect, use and store it in City approved places.*¹¹
- MVSC team members will provide their own training equipment and do not expect to store it on City property.
- Any additional equipment purchased by and used by MVSC (ex: deck clocks, backstroke flags,, etc) will be stored in a space agreed to by COC.

Insurance: Coverage and responsibility

- The MVSC insures its staff and members through USA Swimming. This insurance covers all team practices and team events so long as all participants are members in good standing.
 - MVSC will provide all relevant staff safety certificates and proof of insurance to COC.
- USA Swimming insurance stipulates that if the pool is in use by another program (ex: Kinetic Kids), that USA Swimming coaches may only supervise or participate in swim team practice and swim team events. There must be a clear and consistent physical boundary between swim team activities and other programs.
- The City of Castroville is responsible for assuring insurance for staff and members that are not participating in the MVSC program if those programs use the facility or pool

⁹ MVSC opening and closing protocol document is available to COC (shared 7/18/2024 with pool.castrovilletx.gov).

¹⁰ Italicized section is direct language requested by COC on 8/13/2024, shared by email. **COC needs to provide MVSC with procedure of “modified opening duties.”**

¹¹ Italicized section reflects the updated permissible equipment listed by COC and of potential use by MVSC based on revisions by COC 8/13/2024.

during the times that MVSC has rented facility and pool space from the City of Castroville.

Safety policies: weather

- The Medina Valley Swim Club, to maintain its accreditation with USA Swimming, must adhere to USA Swimming weather and safety procedure standards that are guided by the American Red Cross.
 - In the case of inclement weather:
 - 30/30 ARC rule applies: after each local thunder or lightning event, a 30-minute safety window activates. No practices or events may continue until 30 minutes of clear weather.
- For general safety
 - Any water temperature above 86 degrees or below 78 degrees prompts a safety notification and possible cancellation of team practice or team event
 - Air temperatures that are less than 40-degrees fahrenheit (actual or including wind chill impact) will prompt a safety notification and possible cancellation of team practice or team event
- Both parties agree to contact their partner representative regarding anticipated and confirmed confirmation of canceled MVSC facility due to weather.

Risk management program and an emergency action plan.

- USA Swimming requires that MVSC must assure that there is an Emergency Action Plan (EAP) covering a variety of topics and that plan must be on clear display at the team training center.
- MVSC has provided an EAP to COC that is more expansive than the one currently in use by COC.

Submitted by: nicol schriner on September 14, 2024

Signature: _____
nicol j. schriner

Received by:
Printed name: _____
Signature: _____
Date: _____

Agreed to by City of Castroville Authorized Manager:
Printed name: _____
Signature: _____
Date: _____