



BOARD OF SCHOOL TRUSTEES
KELLER INDEPENDENT SCHOOL DISTRICT

9B. Action

November 27, 2006

**SUBJECT: EXTENDED CONTRACT DATE - APRIL 2, 2005 - MAY 26, 2007
SWIMNATION, LLC**

BOARD GOAL: The Keller Independent School District shall provide for sound business and financial operation of the natatorium.

FISCAL NOTE: Revenues Generated Through Sales/Fees/Rental

Background Information:

- The Keller US Swim Team began its first tryout March 3, 2003 at the Keller ISD Natatorium.

Administrative Considerations:

- Rizo & Associates, Inc. has formed a limited liability company named SwimNation, LLC.
- The Managing Member of SwimNation, LLC is Andres Felipe Rizo.

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The administration recommends that the Board of Trustees approve the extension of the contract with SwimNation through May 26, 2007 as presented.

Respectfully submitted,

Lee Feris
KISD Natatorium Manager

KELLER INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

Whereas, **SwimNation, LLC**, has requested and received permission from the Keller Independent School District to rent from the KISD Natatorium from Monday, April 3, 2005 through Saturday, May 26, 2007 for swim practice and swim meets. Proof of Liability Insurance with Keller ISD as a named insured will be provided by the **SwimNation, LLC**. This insurance policy will remain in force during the full term of this agreement. KISD must be notified prior to any changes in carrier or coverage and all activities by the **SwimNation, LLC** at the KISD Natatorium will be suspended until adequate coverage is obtained.

The **SwimNation, LLC** agrees to adhere to the KISD Mission Statement during the terms of this contract:

The Keller Independent School District, with an unwavering commitment to excellence and in partnership with our community, will achieve the highest standards of performance by providing exceptional opportunities for all students.

I. COST

The **SwimNation, LLC** shall make payment for the following services provided:

USA Swim Meets:

Extended Contract Period: April 3, 2005 - May 26, 2007

General Rental: Level 2 Swim Meet Rate - \$2,000.00 Deposit

\$160.00 @ Hr.

Rate includes Natatorium Staffing & Timing Console

Rental Requirement: SwimNation, LLC agrees to pay a \$2,000.00 deposit for facility rental to KISD Natatorium.

Payment to be received on deposit 24 hours prior to meet. Amount will be credited toward rental of facility. Overcharge in rental deposit will be reimbursed by check to: SwimNation, LLC. If deposit is less than actual rental, SwimNation, LLC will be invoiced following the meet.

Equipment Deposit (Refundable): \$500.00 Deposit by SwimNation, LLC prior to start of meet. Check will be returned at end of meet.

Late payment penalty to SwimNation, LLC will result in the following:
Late Fee Schedule: After 30 Days a 5% late fee will be assessed.
Or the maximum legal rate, which ever is less

Check made Payable to: Keller ISD

Attention: Attention: Lee Feris
KISD Natatorium Manager
350 Keller Parkway
Keller, Texas 76248

	<u>Contract Rate</u>
Thursday or Friday Evening (Set-up)	N/C
*Friday Evening (Meet)	\$110.00 Per/Hour
*Saturday Full Day (8 Hours)	\$990.00
Sunday (½ Day - 5 Hours or Less)	\$550.00
Each Additional Hour	\$110.00
Pool Set-up/Break-down Charges Per Hour	\$25.00

Staffing: \$160.00 @ Hr. Facility Rental includes following Natatorium Staff

Facility Manager/Supervisor	\$25.00 @ hr.
Custodian	\$15.00 @ hr.
Head Lifeguard	\$10.35 @ hr.
Lifeguard	\$9.50 @hr.

Additional Lifeguard(s) available upon requestor as needed at additional fee.

Insurance: Proof of Team Liability Insurance Required

Concession: Provided by Keller ISD Natatorium

Heat Sheet Sales: Swim Nation, LLC (Exclusive Rights)

Printing Cost (Other): .02 Cents Per Side (Cost assessed at end of meet.
SwimNation will be invoiced the following Monday
after meet.)

Aquatic Swim Shop: Provided by D & J Sports (Exclusive Rights)

Equipment Provided by Natatorium:

- CTS 5000 or CTS 6000
- 8 or 10 Lane Cable Harness System
- CT Touch Pads
- Pushbuttons
- Infinity Starter
- House Sound System and Remote Microphone
- Hospitality Set-up
- Tables & Additional Chairs for Officials/Teams

Equipment provided by SwimNation, LLC: Computers & Printers

USA Practice Schedule/Fee Schedule:

Total Contract Amount: \$8,760.25 January 3 - May 26, 2007

Payment Schedule:	1 st Payment	Tuesday, January 23 rd	\$1,752.05
	2 nd Payment	Tuesday, February 20 th	\$1,752.05
	3 rd payment	Tuesday, March 20 th	\$1,752.05
	4 th Payment	Tuesday, April 17 th	\$1,752.05
	5 th Payment	Tuesday, May 22 nd	\$1,752.05

Short Course (SC) Season

Short Course (SC): \$3.35 Rate Per Lane/Per Hour
Practice Time: Monday through Friday 5:00pm-7:30pm
Saturday 8:00am-10:00am

Monday through Friday

2.50 Hours Per Day
x 5 Days Per Week
12.50 Hours Per Week
x 12 Lanes (SC)
150 Lanes Per Week
x 16.00 Weeks (January 3-May 26)
2,400.00 Lanes

Saturday

2.00 Hours Per Day
x 1 Day Per Week
2.00 Hours Per Week
x 12 Lanes (SC)
24 Lanes Per Week
x 9 Saturdays (January 2-May 26)
216.00 Lanes

2,400.00
+ 216.00
2,615.00
x \$3.35
\$8,760.25

Total Lanes (SC)
Hourly Rate Per Lane/Per Hour (SC)

Late payment penalty to SwimNation, LLC will result in the following:

Late Fee Schedule: After 30 Days a 5% late fee will be assessed.
Or the maximum legal rate, which ever is less

Check made Payable To: Keller ISD

Attention: Lee Feris
KISD Natatorium Manager
350 Keller Parkway
Keller, Texas 76248

Pool Closings: 2007 School Holidays/Swim Meets/Pool Maintenance (29 Days)

- | | |
|---|------------------------------------|
| * 2 nd Keller ISD Championship Invitational Swim Meet | Saturday, January 6 |
| * Keller HS vs. Central HS "Duel in the Pool" Swim & Dive II | Thursday, January 11 |
| * Martin Luther King Day - School Holiday | Monday, January 15 |
| * District 8-4A Dive/Swim Meet | Friday & Saturday, January 19-20 |
| * KISD Regional Non-Qualifier Meet | Saturday, January 27 |
| * 3 rd Annual Dick Wilson Invitational Dive Meet | Friday & Saturday, February 9-10 |
| * B/C Short Course Championship Swim Meet | Friday & Saturday, February 16-17 |
| * President's Day - KISD School Holiday | Monday, February 19 |
| * KISD Spring Break - School Holiday | Monday through Friday, March 12-16 |
| * Dallas Athletes St. Patrick's Day Triathlon | Saturday, March 17 |
| * Hugworks 5k/1k Road Race | Saturday, March 31 |
| * Easter Weekend | Friday & Saturday, April 6-7 |
| * Keller ISD Middle School Swim & Dive Championship Meet | Friday, April 20 |
| * 2 nd Annual KISD Middle School Swim & Dive North Zone State Meet | Friday & Saturday, April 27-28 |
| * US Swim Meet | Friday & Saturday, May 4-5 |
| * Dallas Athletes Kid's Triathlon | Saturday, May 12 |
| * Memorial Day Weekend | Friday & Saturday, May 25 & 26 |

*Practice Cancelled

Any other activities not mentioned in this agreed contract period or contract amount must have KISD approval prior to use and will be charged at the prevailing KISD Natatorium rates.

The party who signs this contract as representative of the requesting organization agrees that the organization will underwrite any damage due to the use of the premises by the organization and that the activities that will be conducted on the premises are lawful and in accordance with state and federal law as it pertains to conduct on school district facilities in the State of Texas.

II. PROHIBITED PRACTICES

The following matters are to be considered as prohibited practices and are not to be indulged in by the requesting organization:

1. **Use of intoxicants and/or tobacco products** is a violation of State Law;
2. **No firearms are allowed in the Natatorium** as provided by Texas State Law;
3. **No signs**, posters or billboards **will be posted** on walls, stands, or allowed in the KISD Natatorium;
4. **No** additions to, or **changes of**, existing **facilities** shall be made without the written approval of Keller ISD;
5. The **use** of the Natatorium **may not be assigned to a third party**, without the prior written approval of the Keller ISD;
6. The **issuance of keys** to parties other than District personnel directly responsible for the facility is specifically prohibited. **NO EXCEPTIONS** shall be made;
7. **Use of the facility without** the full-time presence of a **custodian** is prohibited. Custodians are to be on duty during the full range of activities. They cannot open the facility, leave the premises and return later to clean;
8. **No entertainment** may be provided that may be **detrimental to community welfare**, in violation of the code of conduct allowed by Keller ISD or destructive to the buildings, fixtures or furniture; and
9. **No meeting** will be held in the school building **for the purpose of** advancing **any doctrine subversive to the Constitution** and laws of the State of Texas, or the United States of America;
10. No glass containers will be allowed in the facility; and
11. No bull horns or other loud sound-emitting devices shall be allowed in the Natatorium.

III. AGREEMENT

I assume, for **SwimNation, LLC** all responsibility for the use and care of all property placed in our charge, or used by us, and agree to pay for all damages or losses occurring during our occupancy, including leaving the facility in good order, or **SwimNation, LLC** will pay for additional cleaning and/or repairs.

The “**NO SMOKING**” regulations will be observed in all School District facilities.

Furthermore, I am aware that arrangements for the use of equipment such as PA systems, timing systems, etc., must be made with the staff in writing.

Either party may terminate this agreement by giving the other party at least thirty (30) days notice in writing. If this agreement is terminated early, then **SwimNation, LLC** shall be entitled to a prorate reimbursement for the unused portion of the payment made in advance.

All parties signing this agreement have been duly authorized by the organization they are representing to sign this agreement with the provisions herein stated.

for: SwimNation, LLC
date: _____

by: _____
Andres Felipe Rizo
Managing Member
Address: 1200 Meadowview Drive
Eules, Texas 76039

for: Keller ISD
date: _____

by: _____
Lee Feris
Keller ISD Natatorium Manager

date: _____

by: _____
Bob DeJonge
Keller ISD Athletic Director

**Addendum to existing contract for Keller Swim Team
January 1, 2007 - May 26, 2007**

The following outline of meaningful, measurable goals are requested of the SwimNation, LLC by Keller ISD.

- 1) Build a positive, professional relationship with the Natatorium Manager, Keller ISD Head Swim Coaches and their athletes that inspire and enable each swimmer to achieve success.
 - The SwimNation, LLC Head Coach will contact HS swim coaches and set up planned meeting times monthly throughout the HS swim season (September through April).
 - SwimNation, LLC workout strategies are requested to be coordinated jointly in monthly meetings with HS swim coaches.
 - It is requested that SwimNation, LLC Head Coach establish recruiting strategies for the KISD Dolphin Stroke School and Pre-Team with the Natatorium Manager. The SwimNation, LLC will be prepared at "graduation time" with a packet of information and program/meeting to introduce new swimmers to club swimming.
 - SwimNation, LLC will show commitment to high school competitive swimming by providing a rigorous year round training regimen for SwimNation, LLC swimmers.
 - SwimNation, LLC will create an active recruitment strategy for High School and Middle School swimmers - An in-person presentation of the benefits of club swimming will take place once in the fall and again in the spring.

- 2) It is requested SwimNation, LLC hire experienced ASCA certified swim coaches or the equivalent. Current Red Cross First Aid and CPR Certified and Safety Training for Swim Coaches is required of all coaches.
 - Head Coach - Minimum Level 3 ASCA Certification (Preferably Level 4) or equivalent. Actively coaching for a period of ten full years (120 months) with at least six of those years in a multilevel program where you report to a head coach. Earned a degree from a four-year institution. Have membership in local, state and national swim coaches associations.
 - Head Age Group Assistant Coach - Level 3 ASCA Certification or equivalent. Actively coaching for a period of ten full years (120 months), with at least six of those years in a multilevel program where you report to a head coach. Have membership in local, state and national swim coaches associations.
 - Lower Level Age Group and Assistant Coach - Level 1 ASCA Certified or equivalent. Actively coaching for a period of six months (Preferably 12 months)

- A Level 3 ASCA Certified Coach will be at all workouts for middle and upper age group and high school club swimmers as well as senior groups.

3) The development and maintenance of a sound business plan that includes:

- Maintaining of SwimNation, LLC Attendance Records accurately and efficiently. Proof of registration numbers and daily attendance numbers are requested to be forwarded to Natatorium Manager each month. Attendance will be maintained on Team Manager.
- Fiscal responsibility
- High moral and ethical standards of conduct
- Development of a multi-level strategy of communication where
 - Natatorium staff can direct inquiries and club information
 - Club inquiries can be received, forwarded and answered by SwimNation, LLC in a timely, efficient manner
- Development and maintenance of an informative, up- to-date community bulletin board and website for USA club information for swimmers, parents and the general public.
 - All SwimNation, LLC information posted in natatorium or team information center will be approved by Natatorium Manager prior to public display.

All parties signing this agreement have been duly authorized by the organization they are representing to sign this agreement with the provisions herein stated.

for: SwimNation, LLC
 date: _____

for: Keller ISD
 date: _____

by: _____
 Andres Felipe Rizo
 Managing Member
 Address: 1200 Meadowview Drive
 Euless, Texas 76039

by: _____
 Lee Feris
 Keller ISD Natatorium Manager

date: _____

by: _____
 Bob DeJonge
 Keller ISD Athletic Director