

## **YOUTH AND TEEN SWIM TEAM SUPPORT AGREEMENT**

This Youth and Teen Swim Team Support Agreement (this “**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a Maryland municipal corporation acting through its City Manager (the “**Mayor and Council**” or “**City**”), and **RMSC PARENTS, CLUB, INC.**, a nonstock corporation duly organized and in good standing in the State of Maryland (“**RMSC-PC**”). Individually, the Mayor and Council and RMSC-PC may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

### **RECITALS**

**WHEREAS**, pursuant to Maryland law and Article VI, Section 1(b)(48) of the Rockville City Charter, the City establishes and maintains public parks and recreation programs; and

**WHEREAS**, the Mayor and Council owns and operates the Rockville Swim and Fitness Center (“**RSFC**”), which is available for the recreational use of the general public; and

**WHEREAS**, the RSFC currently serves approximately 450 youth and teen athletes in a well supervised, year-round program that fosters principles of sportsmanship, inclusivity, wellness, healthy competition, and individual development; and

**WHEREAS**, the Rockville-Montgomery Swim Club (“**RMSC**”), which was established in Rockville in 1968, is a joint program operated in accordance with USA Swimming requirements by the City of Rockville Department of Recreation and Parks at the RSFC and Montgomery County Recreation Department at sites outside the City of Rockville; and

**WHEREAS**, RMSC-PC was chartered in 1979 to support youth programs by promoting athletic development, teamwork, health education, and broad access to organized swimming activities at all levels by providing assistance to RMSC, such as fundraising and other financial support, and in-kind support services such as record-keeping, coordinating travel arrangements, hosting social activities, contributing to the cost of certification of officials, and related services, and volunteer staffing for the competitive swim program at the RSFC for the benefit of residents of the City and surrounding communities, subject to City review and the City’s right to request changes, refuse, or accept contributions; and

**WHEREAS**, the City is solely responsible for the programming and operation of the RSFC, and such is authorized to accept services and donation in furtherance of such programming and operations; and

**WHEREAS**, Maryland law authorizes the use of outside groups to aid in the implementation of recreational programs at Md. Local Gov’t Code Ann. § 1-611, and notwithstanding that Rockville City Code § 17-87(11) exempts services for recreational programs from competitive procurement, this exchange of cooperation must be made by appropriate agreement in writing per Rockville City Code § 17-37; and

**WHEREAS**, the City is willing to provide designated space and incidental City staff support for RMSC-PC uses that clearly demonstrate the fiscal and cooperative services for the general welfare in exchange for cooperative contributions; and

**WHEREAS**, RMSC-PC and the City desire to enter into this Agreement to memorialize the mutual understanding of their respective roles and responsibilities.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

- I. Term.** This Agreement begins on the Effective Date and expires after three years unless renewed for up to two additional one-year terms pursuant to Section II or terminated sooner in accordance with Section XI.
- II. Renewals.** The Parties may renew this Agreement for not more than two additional one-year terms in writing signed by both the City Manager and RMSC-PC.
- III. Annual Review.** Upon each annual anniversary of this Agreement, the Parties shall meet to discuss the efficiency and effectiveness of their cooperative efforts based on public interest and resources available to each Party.
- IV. Scope.** This Agreement relates only to the portion of the RMSC swim program sponsored by the City and based at the RSFC.
- V. RSFC Facility Use.**
  - a. Subject to availability and approval by the City Manager or the City Manager's designee, the City agrees to make the following space and equipment at the RSFC available to the RMSC-PC:
    - (1) Conference Room and/or Activity Room(s) for RMSC-PC meetings, social events, and officials training;
    - (2) Storage areas for RMSC-PC swim meet equipment; and
    - (3) One shared computer workstation for RMSC-PC correspondence and other business needs.
  - b. RMSC-PC agrees that its use of City facilities and equipment shall be in accordance with all applicable City rules and policies.
  - c. RMSC-PC's use of the RSFC under this Agreement is an incidental use of a public resource aligned with delivering public services by a non-public organization for no monetary compensation.

## **VI. RMSC-PC Responsibilities.**

- a. RMSC-PC shall maintain enough RMSC-PC Board members to enable the Board to meet with a quorum at least annually, at which time the Board shall take such official actions as are required by the RMSC-PC Articles of Incorporation and Bylaws as these documents may be amended from time to time.
- b. RMSC-PC shall maintain one ex-officio non-voting position on its Board for the City Manager or the City Manager's designee. Unless otherwise expressly designated by the City Manager, the ex-officio member shall be the full-time Head Swim Coach employed by the City.
- c. RMSC-PC shall advise the City Manager or the City Manager's designee of the RMSC Board meetings at least 7 business days in advance of the meeting via email.
- d. RMSC-PC shall keep its corporation in good standing and registered with the State of Maryland as a domestic non-stock corporation, with appropriate filings and records as is required by State and Federal law.
- e. RMSC-PC shall maintain financial records, supporting documents and other relevant documents for three years, and shall make its books and annual audit available to the City Manager or City Manager's designee during regular business hours.
- f. RMSC-PC will comply with all applicable federal, state and local laws, including, without limitation, those requiring confidentiality, privacy, and nondiscrimination.
- g. RMSC-PC is solely responsible for determining RMSC-PC registration fees for each season. These fees shall be set annually in accordance with the RMSC-PC Bylaws; once set, RMSC-PC shall provide information regarding these fees to the City Manager or the City Manager's designee.
- h. RMSC-PC is solely responsible for any fundraising activities initiated by RMSC-PC, and no City employees shall participate in any RMSC-PC fundraising activities as part of their official responsibilities. RMSC-PC fundraising shall be conducted in accordance with the RMSC-PC Bylaws.
- i. RMSC-PC is solely responsible for recruiting, selecting, and managing volunteers to support the work of RMSC-PC, except for City support as specified in this Agreement. RMSC-PC is responsible for handling any complaints against volunteers under RMSC-PC's purview. In cases of alleged misconduct that occur on City property, at a City-supervised event, and/or that involves City staff or youth participants, the City Manager or the City Manager's designee must be consulted upon learning of the complaint and throughout the investigation and resolution process. RMSC-PC must also comply with pertinent sections of USA Swimming's and United States Center for Safe Sport and Minor Athlete Abuse Prevention Program.

- j. RMSC-PC is solely responsible for the following:
- (1) Collecting fees from other swim clubs that participate in meets hosted at RSFC by RMSC-PC;
  - (2) Funding and otherwise coordinating travel and lodging for swim meets, subject to Section VI.k(2), including payment of all applicable taxes;
  - (3) Selecting scholarship fund recipients and collecting and distributing scholarship funds to support RMSC swimmers based at RSFC with financial need;
  - (4) Aiding in the training of certified meet officials which are required for competitions; and
  - (5) Organizing swim meet logistics for events hosted at RSFC such as meet volunteers, refreshments, vendors, and other providers of goods and services as needed.
- j. RMSC-PC will pay the following expenses associated with RMSC swimmers and coaches based at the RSFC:
- (1) Swim meet entries for competitions at other facilities and required sanctioning fees for meets at RSFC;
  - (2) Team apparel and outfitting;
  - (3) Training, professional development, certification, and other professional support of coaching staff, pursuant to Section VI.k(1);
  - (4) Funding for travel, lodging, and related expenses for competitions which may require travel, pursuant to Section VI.k(2);
  - (5) Team building, strength training, and social events outside of swim practices and meets;
  - (6) Facility equipment specific to competitive swimming needs, which shall be donated to the City for use at the RSFC;
  - (7) Refreshments, vendors, and other providers of goods and services to support the RMSC program based at the RSFC;
  - (8) Other expenses approved by the RMSC-PC Board; and

- (9) Other expenses associated with the RMSC program based at the RSFC, excluding swim coach salaries and benefits and normal maintenance and upkeep costs of the RSFC.
- k. RMSC-PC's responsibility for payment of expenses that benefit RMSC coaches employed by the City is subject to the following provisions.
- (1) The City is responsible for initial payment of any expenses related to coach training, professional development, certification, and professional support, excluding expenses related to USA Swimming coach certification, including, but not limited to CPR and safety training and Safe Sport required background checks. The City shall provide RMSC-PC a quarterly invoice of any such expenses incurred by the City in the preceding quarter. Within 14 days of receipt of such invoice, RMSC-PC shall reimburse the City the full invoiced amount.
  - (2) Before RMSC-PC incurs any costs or expenses related to USA Swimming coach certification, coach travel, lodging, meals, apparel, or any other good or service not expressly listed in this subsection k, RMSC-PC must notify the City Manager or the City Manager's designee of the expense in writing and receive the written approval of the City Manager or the City Manager's designee.

## **VII. City Responsibilities.**

- a. The City agrees to:
- (1) Notify the RMSC-PC of any decision by the City to close the RSFC based on weather conditions, repair needs, or other considerations, if said closure would affect any meet, meeting, or event for which the RMSC-PC has provided organization or logistical support;
  - (2) Provide for complete swim team program administration, including, but not limited to, determining practice groups, their schedules, and City program fees; tryout administration and swimmer selection; program fee collection; recruitment, selection, hiring, payroll and supervision of coaching staff; responding to customer concerns regarding the program; and evaluation of program outcomes;
  - (3) Be solely and fully responsible for employing, managing, and handling any complaints against coaches and other paid City staff providing team support;
  - (4) Require all coaches to receive and maintain a USA Swimming Coach Certification and maintain coach's certification records;

- (5) Be responsible for compliance with pertinent USA Swimming rules and regulations for competition, practices, coaching, athlete protection, and all other related elements of the program;
- (6) Be responsible for ensuring that all athletes and coaches are registered directly with USA Swimming in addition to their City of Rockville registration;
- (7) Provide City-employed coaches, certified in accordance with the requirements of USA Swimming, to supervise athletes at all practices and meets;
- (8) Determine competition schedules and athlete's participation level in competitions, and in case of travel meets, determine itineraries and coordinate with RMSC-PC to make travel arrangements consistent with provisions in Section VI.k(2);
- (9) Maintain and operate City-owned facilities / pools and all associated overhead and staffing expenses;
- (10) Provide one person to attend RMSC-PC Board meetings as an ex-officio non-voting member;
- (11) Provide administrative staff support as needed and approved by the City Manager or the City Manager's designee (examples include, but are not limited to, administrative support, meet logistics, and travel planning); and
- (12) Take such steps as are necessary to ensure that travel, training, certification, and other activities undertaken by City employees in furtherance of this Agreement are in accordance with City employment policy, travel policy, and the Public Ethics requirements found in City Code Chapter 16, including, but not limited to Section 16-23, Gifts and Favors, and Section 16-28, Use of Prestige of Office.

### **VIII. Reports.**

- a. RMSC-PC must provide an annual report to the City Manager or City Manager's designee by December 15 of each year of this Agreement. The annual report must be based on the template provided in Exhibit A of this Agreement. If RMSC-PC has Federal 501(c)(3) status, the annual report must also include proof of RMSC-PC's current 501(c)(3) tax exempt status.

### **IX. RMSC-PC Staff and Volunteers.** RMSC-PC agrees that each year of this Agreement, RMSC-PC will:

- a. Follow USA Swimming’s current requirements for applicable volunteers to submit to and pass a criminal background check;
- b. Comply with pertinent sections of the most current version of United States Swimming Safe Sport Requirements and Minor Athlete Abuse Protection Plan;
- c. Comply with posted and published Rockville Swim and Fitness Facility Rules, as well as staff instructions as they pertain to safe and appropriate interactions with others and use of the facility; and
- d. Identify a primary point of contact for the administration of this Agreement to the City Manager or the City Manager’s designee.

**X. Insurance.** RMSC-PC must obtain, at its own cost and expense, and keep in full force and effect during the term of the Agreement including all extensions, a Commercial General Liability or Directors and Officers Liability and Employment Practices Liability policy with a minimum per occurrence liability limit of \$1,000,000 with an insurance company licensed to do business in the State of Maryland as evidenced by a certificate of insurance and/or copies of the insurance policies. For services performed by RMSC-PC, RMSC-PC’s insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City shall be excess of the RMSC-PC’s insurance and shall not be called upon to contribute with it.

Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without a 30-day written notice to the City’s Risk Manager. RMSC-PC shall furnish a new certificate prior to any change or cancellation date. The failure of RMSC-PC to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

**XI. Termination.** This Agreement may be terminated in whole or in part under the following circumstances.

- a. Each of the RMSC-PC’s obligations under this Agreement shall be deemed material. If RMSC-PC fails to perform any of its obligations under this Agreement, the City Manager may terminate this Agreement upon 10 business days advance notice (“**Notice Period**”) to RMSC-PC. At the City Manager’s discretion, the City Manager may instead provide RMSC-PC with a notice to cure, specifying RMSC-PC’s breach and providing RMSC-PC with the opportunity to cure the specified breach within the Notice Period or in those instances where the specified breach cannot reasonably be cured within the Notice Period, the opportunity to commence to cure the specified breach. In the event RMSC-PC fails to cure or commence to cure the specified breach within the Notice Period, this Agreement shall be terminated.

- b. The City Manager is authorized to terminate this Agreement pursuant to this Section on behalf of the Mayor and Council.
- c. In the event of a termination pursuant to this Section, the RMSC-PC must disburse to the City the balance of all fees collected for the current or future swim seasons held by the RMSC-PC at the time of termination. Disbursement of such fees must occur within fourteen (14) days of the date of termination of this Agreement.

**XII. Miscellaneous Provisions.**

- a. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between RMSC-PC and the City shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

**To the City:**

City of Rockville

111 Maryland Avenue

Rockville, Maryland 20850

Attn: Steve Mader, Acting Director of  
Recreation & Parks

Email: [smader@rockvillemd.gov](mailto:smader@rockvillemd.gov)

**With Copies to:**

Jeff Mihelich, City Manager

Email: [jmihelich@rockvillemd.gov](mailto:jmihelich@rockvillemd.gov)

Cynthia Walters, Acting City Attorney

Email: [cwalters@rockvillemd.gov](mailto:cwalters@rockvillemd.gov)

Adam Goldstein

Swim and Fitness Center Superintendent

Email: [agoldstein@rockvillemd.gov](mailto:agoldstein@rockvillemd.gov)

**To RMSC-PC:**

[Redacted]  
[Redacted]  
[Redacted]

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- b. Relationship of the Parties. No relationship of employment, partnership, joint venture, or other joint enterprise shall be deemed to be created by the Parties by this Agreement.
- c. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Agreement.
- d. Assignment. RMSC-PC shall not assign or transfer any interest in this Agreement nor the performance of any of the RMSC-PC's obligations under this Agreement, without the prior written consent of the City Manager. In the event the City Manager determines that any of the rights, duties, obligations under this Agreement have been subcontracted or assigned to another vendor by RMSC-PC without the written consent of the City Manager, then the City Manager may exercise its right to take any appropriate remedy including, without limitation, termination of this Agreement.
- e. No Third-Party Beneficiaries. No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party to this Agreement, whether a third-party beneficiary or otherwise.
- f. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected by the court's decision to the extent such remaining provisions are not rendered impractical to perform taking into consideration

- the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.
- g. Indemnification. RMSC-PC indemnifies and holds harmless, the Mayor and Council, its employees, agents, successors and assigns against liability for any suits, actions or claims of any character arising from or related to the performance by RMSC-PC (or its officers, agents, employees, successors and assigns) of any of its rights or obligations under this Agreement or its operation of a competitive swim program pursuant to this Agreement. This section shall survive the term of this Agreement.
  - h. Liability. RMSC-PC releases the Mayor and Council, its employees and agents, from and agrees that the Mayor and Council, its employees and agents shall not have any liability for, any and all suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by or asserted or imposed against the Mayor and Council, its employees and agents, as a result of or in connection with RMSC-PC's support of the City's youth and teen competitive swim program and any activities conducted pursuant to this Agreement, except for the gross negligence or willful misconduct of the Mayor and Council, its employees and agents. This section shall survive the term of this Agreement.
  - i. No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing Party shall not be entitled to attorneys' fees.
  - j. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. Each Party consents to the jurisdiction and venue of the courts of Montgomery County, Maryland.
  - k. Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned, or incidental, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications must be in writing and signed by the appropriate authorities of the Parties. The Mayor and Council's failure to act with respect to a breach by RMSC-PC does not waive its right to act with respect to subsequent or similar breaches. The failure of the Mayor and Council to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
  - l. Exhibits. All Exhibits referred to in this Agreement are by such references fully incorporated in this Agreement.

- m. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**[signatures appear on the following page]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

**THE MAYOR AND COUNCIL OF  
ROCKVILLE**, a Maryland municipal corporation

By: \_\_\_\_\_  
Jeff Mihelich, City Manager

Date: \_\_\_\_\_

Approved as to form and legality:

\_\_\_\_\_

Office of the City Attorney

**RMSC PARENTS, CLUB, INC.**, a Maryland  
nonstock corporation

By: \_\_\_\_\_  
Blake Warner  
RMSC-PC, President (2025-2027)

Date: \_\_\_\_\_

## Exhibit A – Annual Report Template

- A. RMSC Parents Club Inc. Mission
  - a. Please briefly describe your mission and note if it has changed over the past year
- B. List Names and Titles of elected officers and members of the Board of Directors, and their term expiration.
- C. Have there been any changes to the RMSC-PC's bylaws and/or Articles of Incorporation. If so, please describe.
- D. Summary of Accomplishments
  - a. Describe major initiatives of the RMSC-PC over the past year including but not limited to swim meets the group organized, team travel trips, major accomplishments, fundraising activities and volunteer recruitment.
- E. Summary of Challenges
  - a. Describe major challenges encountered by RMSC-PC over the past year, and include resolutions or proposed solutions / changes as appropriate.
- F. Financial
  - a. Provide past year's actual revenues and expenses by category
  - b. Provide upcoming year's budgets revenue and expense by category
  - c. Describe status of all pertinent state and federal tax and business entity filings for the past year.
  - d. Provide a summary of the required Audit of RMSC-PC's as required by the group's bylaws
- G. Additional Information
  - a. Any information which the group wishes to share as part of their annual report to the City of Rockville.