

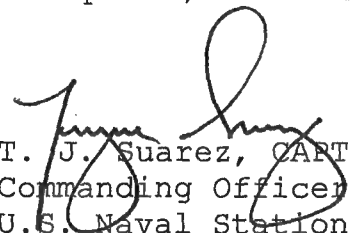



MEMORANDUM OF AGREEMENT (MOA)
Between
Naval Station Rota, Spain (NAVSTAROTA)
Morale, Welfare and Recreation (MWR)
and
Rota Swim Club (RSC)

Addendum

Morale, Welfare and Recreation (MWR) agrees to support the Rota Swim Club (RSC) during the following times:

- Summer Swim Clinic: July 8-August 2, 2024 (Monday through Friday) from 1100-1300 at the indoor pool. The pool will be available during normal business hours.
- Summer Swim Assessments: August 21-22, 2024 from 1530-1900 at the outdoor pool. Two (2) lanes will provided during regular business hours.
- Swim Meets: September 14, 2024; September 28-29, 2024; January 18-19, 2025, from 0800-1700. These meets will take place outside of normal business hours and will incur a fee. MWR will provide lifeguard services for \$25.00 per hour per lifeguard. (Five (5) days by nine (9) hours each day equals ninety (90) hours by two (2) lifeguard totaling \$2,250.00).
- Regular Season Morning Practices: September 3, 2024 through February 28, 2025 (Monday through Friday) from 0600-0730 at the indoor pool. The pool will be available during normal business hours.
- Regular Season Swim: September 3, 2024 through February 28, 2025 (Monday through Friday) from 1530-1900 at the indoor pool. The pool will be available during normal business hours.
- Spring Swim Clinic: April 7-18, 2025 (Monday through Friday) from 1530-1900 at the indoor pool. The pool will be available during normal business hours.
- Other Logistics:
 - Maximum lane capacity is five (5) swimmers per lane.
 - Access to additional spaces (i.e. outdoor area, on deck equipment, deep-end) must be requested in writing 10 working day prior to use.


T. J. Suarez, CAPT, USN
Commanding Officer
U.S. Naval Station Rota


Eric Rawles
President
Rota Swim Club

COPY



Patria Hispana, S.A. de Seguros y Reaseguros
DOMICILIO SOCIAL: Calle Serrano, 12 - 28001 Madrid - T: 914 355 500
Hoja N°-48557 Tomo 2820 Folio 33 - N.I.F. A28007649

www.patriahispana.com

Recibo Número 11.494.440	Localidad de Expedición DUPLICADO	MADRID	Póliza Número 853.166	Importe Total 486,68 €
Fecha Expedición 1-07-2023	Agencia 14081	Agencia Cobradora JEREZ-14081	Período del Recibo Del 29-07-2023 Al 29-07-2024	

Modalidad de seguro	Prima de Tarifa	CCS CLEA	Impuestos Repercutibles
RESP. CIVIL GENERAL	450,00	0,68	36,00
Efecto Póliza 7-2016			F. Pago ANUAL

Domicilio de Cobro _____

Nombre y Domicilio del Tomador del Seguro _____

558677007
MURCH, PAUL
PSC 819- BOX 2793
11530 ROTA NAVAL

PATRIA HISPANA, S.A. de Seguros y Reaseguros
El Director General,

A. Murch

Cobrado el _____ de _____ de
Firma de quien efectúa el cobro

Para cualquier asunto relacionado con estos seguros, deberá presentar el último recibo pagado.
DUPLICADO DEL RECIBO POR EXTRAVÍO DEL ORIGINAL

Para cualquier asunto relacionado con este recibo, llamar al tño. 956-34 72 42

KFM
INSURANCE

RECEIPT

EUROS 486,68

Received this date from Mr. PAUL MURCH

The sum of _____

for _____

LIABILITY

Balance left _____

PAID IN FULL

€ 853.166

CHARGABLE TO:

Insurance

Sales

Deposit

Payment of d

RECEIVED BY:

KFM INSURANCE
ROTA

COMERCIO: 327385035

TPV: 99915671403

*****5987

VENTA VISA

Aut 796408

Fecha: 09.08.23

Op 004635

TECLEO

Hora: 13:30

486,68 EUR

Withdraw cash at any moment from
Barco Sahadell ATM

ate: 9TH AUG 2023

K. F. "KERRY" MCMANUS
PL. TRIUNFO N.º 7 - 11520 ROTA, CADIZ
TEL. 956 840050 / FAX 956 811616
E-mail: kfminsurance@gruporeq.es



DEPARTMENT OF THE NAVY
U.S. NAVAL STATION ROTA
PSC 819 BOX 1
FPO AE 09645-0001

ROTA TIBURONES SWIM CLUB
5000

NAVSTA ROTA
5000
Ser N92/408
28 Jun 19

MEMORANDUM OF AGREEMENT
BETWEEN
U.S. NAVAL STATION ROTA SPAIN
MORALE, WELFARE, AND RECREATION
AND
ROTA TIBURONES SWIM CLUB

Agreement Number: 2019/0001

Subj: USE OF MWR EQUIPMENT AND POOL

1. Purpose. To establish a mutual agreement between U.S. Naval Station (NAVSTA) Rota, Spain Morale, Welfare and Recreation (MWR) and the Rota Tiburones Swim Club in providing Limited Logistics Support in support of its programs and events.

2. Scope. This Memorandum of Agreement (MOA) details the authority and responsibilities of all participants for the financial and administrative support to the Rota Swim Club. MWR has limited support capacity at the Rota Indoor Swimming Pool, but desires to support the Rota Swim Club to the fullest extent permitted by existing capacity and governing regulations. The procedures and conditions set forth in this MOA are intended to ensure that granting any request does not result in additional MWR costs or interfere with MWR mission requirements. Therefore, granting any request shall at all times remain conditional upon available capacity and proper regulatory authorizations. In the event capacity or MWR patron access issues require reduction in Rota Swim Club access or support, or should existing regulations be amended or changed in such a manner as to limit, change or revoke existing authorizations, MWR will inform the Rota Swim Club in writing as soon as feasible, through the designated point of contact.

3. Background. It is the intent of MWR to provide the Rota Swim Club with access to MWR's services, within available resources, to carry out their programs and events. MWR and Rota Swim Club coaching and parent staffs work together to de-conflict activities at the Rota Indoor Swimming Pool to best support authorized patrons desiring to use the pool and the children under the instruction of the Rota Swim Club, to include daily practices (Monday-Friday) and periodic swim meets. Much of the success of this relationship is based upon the goodwill and intentions of both parties to provide a much valued service to the NAVSTA Rota families.

4. Responsibilities for the MWR

a. Provide non-exclusive pool usage times for practice to the Rota Swim Club at no cost during normal hours. MWR and command functions take precedence over scheduled practices. MWR reserves the right to reduce the amount of lanes used or the amount of time allotted. However, MWR will give as much advanced notice as feasible to the Rota Swim Club, in most cases one-week.

b. Under no circumstances, be responsible for any additional cost or outside liability incurred.

c. Provide lifeguards at no cost during weekday practices during normal working hours, which are: MWR Summer Indoor Swimming Pool hours (May 26, 2019 – September 4, 2019) – Monday– Friday 0600-1300. MWR Winter Indoor Swimming Pool hours (September 5, 2019 through May 25, 2020) – Monday-Friday 0600-1300 & 1500-1930.

d. Provide lanes 1-3 for practices. A fourth "flex" lane may be utilized provided that there are no MWR lap swim patrons. Final authority for the flex lane solely resides with the MWR Aquatics staff.

Subj: USE OF MWR EQUIPMENT AND POOL

- e. Allow use of the equipment provided to patrons (e.g., kickboards and buoys), providing it is returned neatly and in good condition.
- f. Provide limited access to space on the pool deck for storage of equipment, as well as limited shelf space in the MWR Storage room for materials needed for practice and swim meets. MWR will provide limited number of spectator seating for swim meets.
- g. Not provide Fitness Center towel service to swim team participants during team practices or approved meets.
- h. Allow the Rota Swim Club to purchase and place two bulletin Boards in an area approved by the Aquatics Director to place Rota Swim Club flyers and information.
- i. Allow the Rota Swim Club to provide one certified lifeguard during non-regular operating hours to augment MWR life guard requirements.

5. Responsibilities for Rota Swim Club

- a. Designate in writing and provide contact information to MWR of no more than three designated spokespersons.
- b. Conduct business on behalf of the Rota Swim Club through these designated representatives.
- c. Submit all requests in a timely manner to the MWR Director via the Aquatics Director.
- d. Ensure that the Rota Swim Club Board Members shall not directly approach MWR pool staff for other than questions regarding standard daily pool operations. All schedule and significant support issues shall be submitted to the MWR Director via the Aquatics Director.
- e. To procure, and thereafter maintain during the entire performance period of this MOA, at its own expense, liability insurance for practices, meets, and fundraising opportunities on the installation. Department of the Navy and MWR will be identified as additional insured parties and provide a copy of the policy to the MWR Director.
- f. To indemnify, hold harmless, and defend the U.S. Government, the Department of the Navy and Navy Morale, Welfare and Recreation from and against any and all claims, demands, actions, debts, liabilities, and reasonable attorney fees and costs of suit arising out of, claimed on account of, or in any manner predicated upon loss of or damage to the property of, and injuries to or death of any and all persons whatsoever, in any manner caused or contributed by negligence or conduct of Rota Swim Club or its members/guests. Rota Swim Club further agrees to indemnify and hold harmless the U.S. Government from, and on account of, damages of any kind which the U.S. Government may suffer as a result of negligence or acts by any of Rota Swim Club's members/guests.
- g. Submit a practice schedule to MWR two weeks in advance, which will then be reviewed and approved by the MWR Aquatics Director. This practice schedule will specify times, lap swimmers and number of lanes required. Any changes or new practice schedules will specify the times and lane availability.
- h. Ensure that during practices, swimmers stay in assigned lanes.
- i. Ensure Rota Swim Club swimmers and parents adhere to all posted MWR Aquatics rules.
- j. Ensure Rota Swim Club swimmers are not in the water before or after practice times unless they have a swim license or parent.
- k. Ensure Rota Swim Club swimmers/parents clean up after themselves after practices and swim meets. During swim meets, Rota Swim Club will set up and breakdown all spectator chairs.

Subj: USE OF MWR EQUIPMENT AND POOL

l. Provide the Aquatics Director with a written schedule of swim meets, events, and space requirements for approval prior to public distribution.

m. Submit swim meet requests no less than five weeks in advance, recognizing that dates are subject to availability.

n. Setup and take down timing system before and after home swim meets, assist with preventative maintenance of system before and after swim meets, and notify the Aquatics Director of any issues with the system in a timely manner.

o. Pay for the appropriate number of lifeguards when the pool is closed to regular MWR patrons. Hourly rate for each guard is \$25.00. A typical swim event will have a minimum of two scheduled lifeguards; however, this number could change depending on the number of participants. Rota Swim Club will provide one certified lifeguard during non-regular operating hours to augment life guard requirements.

p. Per CNICINST 1710.3, two on-duty lifeguards are required during all hours of MWR operation. The Rota Swim Club generally practices during MWR facility's normal hours of operation, with the exception of some Saturdays, when the pool is closed to recreational swimmers. To assure an appropriate standard of care on those days, the Rota Swim Club will pay for one MWR lifeguard in addition to their own certified lifeguard with the following stipulations:

(1) The Rota Swim Club lifeguards shall maintain a current American Red Cross (ARC) Lifeguard Certification and documentation will be kept on file by MWR.

(2) The Rota Swim Club will provide MWR, in advance, the name of the lifeguard on duty so MWR can confirm their certification remains current prior to the start of practice.

(3) Before Rota Swim Club lifeguards are approved to stand guard, they shall be trained on Aquatics Center Emergency Action Plans and Standards Operating Procedures.

(4) The Rota Swim Club will provide MWR, in advance, the name of the lifeguard on duty so MWR can confirm their certification remains current prior to the start of practice.

(5) The Rota Swim Club lifeguard cannot be a coach or spectator, will come dressed appropriately, and will be poolside monitoring participants as dictated by ARC standards.

q. Ensure proper conduct by swimmers and parents at the pool and locker rooms. Significant or repetitive conduct issues may result in individual or group use suspension of the Rota Aquatics complex.

6. MWR availability for the Rota Swim Club desired times

a. Summer Swim Assessments. June 4, 2019 and June 6, 2019 from 0900-1700 will be available during regular business operations.

b. Summer Swim Clinic. July 8 to August 20, 2019, from 0700-1000 will be available during regular business operations.

c. Swim Meets. August 24, September 21-22, and October 16, 1800-2100 and November 8-10, from 0800-1700 will not be available during regular business operations. MWR will provide lifeguard services for \$25.00 per hour per lifeguard. (Five (5) days by nine (9) hours each day equals forty-five (45) hours by one (1) lifeguard totaling \$1,125.00).

d. Regular Season Swim. September 3, 2019 through February 28, 2020 on Monday through Friday from 1530-1930, available during regular business operating hours.

Subj: USE OF MWR EQUIPMENT AND POOL

c. Regular Season Early Morning Practices. September 3, 2019 through February 28, 2020; 0615-0715 Monday, Wednesday, and Friday; will be available upon reservations through our MWR Aquatics Manager.

7. Terms and Conditions

a. MWR's point of contact will be Nate Spencer, Aquatics Director, who can be reached at COMM: 727-2129 or E-mail: nathaniel.spencer@eu.navy.mil.


b. MWR and the Rota Swim Club have no official ties beyond those outlined in this MOA. It is assumed the Rota Swim Club operates independently from MWR in accordance with all applicable NAVSTA Rota policies and regulations.

c. By signing, the individuals acknowledge and attest that they have legal authority to enter into this MOA on behalf of their organizations.

d. This MOA will be valid for a period of five years and will be reviewed annually and may be amended or cancelled by mutual consent of the parties concerned.


Adam Leigland
President
Rota Tiburones Swim Club

Copy to:
Rota Swim Club
MWR Admin
MWR Athletic Director
MWR Aquatics Director


D. S. BAIRD, CAPT, USN
Commanding Officer,
Naval Station Rota