

**Florida Gold Coast
Board of Directors Meeting
October 12, 2021 via Video Conferencing**

I. Call to Order- Jennifer Gibson called meeting to order at 7:32pm

II. Roll Call/Excused Absences

Chair-	Jennifer Gibson-P
Vice-Chair-	Alf Aguirre-P
Senior. Vice-Chair-	Chris Anderson-P
Age Gr Vice-Chair-	Liz Kershaw- P
Coaches Rep	Gordon Andrews-E
Treasurer/Registration Chair-	Richard Cavanah-P
Secretary-	Lori Bosco-P
Officials Rep	Steven Goldman-P
Finance Vice-Chair	Kathleen Prindle-E
D.E.I Chair	Rosemarie Knoll-P
Op Risk/Safe Sport Chair	Michael Averett-P
Athlete Sr. Rep	
Athlete Jr. Rep	
Athlete Rep	Angelo Martinez-P
Athlete Rep	Camille Schechter-P
Athlete Rep	Isabella Chambers-P
At-Large-(1yr)	Bruno Darzi-P
At-Large-(1yr)	Christi Wathen-P
At-Large-(1yr)	Allan Golding-P
Chair Advisor	Jim McCombs-P

(Technical planning committee members: Vice-Chair –Alf Aguirre, Senior Chair- Chris Anderson, Age Gr Chair-Liz Kershaw, Coaches Rep.-Gordon Andrews, Officials Rep-Steven Goldman, and Two Athlete Reps).

(Executive Board: General Chair-Jennifer Gibson, Administrative Vice-Chair-Alf Aguirre, Senior Chair-Chris Anderson, Age Group Vice Chair-Liz Kershaw, Finance Vice Chair-Kathleen Prindle, Coaches Rep-Gordon Andrews and Two Athlete Reps)

III. Approval of FGC Board Meeting minutes from

Motion: *To approve meeting minutes from September 1, 2021.* Allan Golding.
Second. Christi Wathen. **Passed.** *No Opposed.*

IV. Consent Agenda=Discussion Items to Pull or “See attached” with document

A. General Chair-Jennifer Gibson

1. **FGC Mission Statement:** To promote growth and development of a diverse swimming community through education, innovation, and a commitment to excellence. **Vision Statement:** To create a healthy community in South Florida which cultivates safety, fitness and competitive excellence through swimming.

2. Congrats to our FGC 15 USA Swimming Scholastic All Americans:

B. Vice Chair-Alf Aguirre

1. No report given

C. Senior: Chris Anderson

1. No Report Given

2. attached meeting notes from FL/FGC Sectional Meeting Sept 19, 2021.

D. Age Group: Liz Kershaw-Attached report.

1. Age Group report-motions below:

Motion: *Approve FGC Age Group JO Time standards as presented.* Allan Golding.
Second. Christy Wathen. **Passed.** *No Opposed.*

Motion: *To accept the Age group report.* Chris Anderson. **Second.** Allan Golding.

Motion: *For 2022, FGC 14 and Under JO meet to add a consolation heat to meet format for 11-12 & 13-14 age groups.* Chris Anderson. **Second** Dick Cavanah.
Passed. *No Opposed.*

Motion: *For JO's, in the spring score to 20th place and in the summer score to 16th place using standard scoring. Relays score double.* Allan Golding. **Second.** Steven Goldman. **Tabled.**

Motion: *To add Relay only swimmers to JO meet beginning Spring, 2022.* Christi Wathen. **Second.** Dick Cavanah. **Passed.** *No Opposed.*

Motion: *To add the following relay events to the FGC JO's beginning Spring, 2022: 13-14 relays-200 free, 200 medley, 400 free, 400 medley and offering 800 free on one day in time trials; 11-12 relays-200 free, 200 medley, 400 free and 400 medley; 10 and Under-200 free and 200 medley.* Liz Kershaw. **Second** Allan Golding. **Passed.** *No Opposed.*

Motion: *In the Spring JO's, relays swim in finals except for Sunday, which will be in prelims and in the Summer JO's, all relays will swim during prelims.* Liz Kershaw. **Second.** Christi Wathen. **Passed.** *No Opposed.*

Motion: *To add "B" relays to JO's.* Liz Kershaw. **Second.** Dick Cavanah. **Passed.** *No Opposed.*

Motion: *At JO's, the fastest single heat of the timed finals in the Spring will swim at night in finals and all timed finals for the Summer will swim in prelims.* Liz Kershaw. **Second.** Allan Golding. **Passed.** *No Opposed.*

Motion: *For JO's, the maximum number of events per individual swimmer for the Spring is seven (7) and in the Summer is six (6).* Liz Kershaw. **Second.** Allan Golding. **Passed.** *No Opposed.*

Motion: *For JO's, the 100 IM and the 50's of stroke for 13-14 age group, will be offered as an open time trial Only. Time Trials will not count toward the meet limit, but will count toward the daily limit.* Liz Kershaw. **Second.** Allan Golding. **Passed.** *No Opposed.*

Motion: *Modify finals for JO's to keep 10 and Under events as prelims/finals for an A final only and for age 13-14-400 IM and 400/500 free are prelims/finals for both seasons. A final only.* Liz Kershaw. **Second.** Lori Bosco. **Passed.** *1 Opposed.*

Motion: *For both spring and summer JO's, the 200's of stroke for 11-12 age group will be offered as time trials Only. The time trial will not count against the swimmers' maximum number of events for the meet but will count against the daily max.* Allan Golding. **Second.** Dick Cavanah. **Passed.** *3 Opposed.*

Motion: *To take scoring off the table.* Chris Anderson. **Second.** Allan Golding. **Passed.** *2 Opposed.*

***Motion:** *For JO's, in the spring score to 20th place and in the summer score to 16th place using standard scoring. Relays score double.* Allan Golding. **Second.** Steven Goldman. **Failed.** *5 Opposed.*

Motion: *For relays at BB Champs: 12 and Under-200 free and 200 medley (One on Saturday and one on Sunday), the 200 free relay on the same day and the 50 free. 13 and Over-200 free and 200 medley.* Liz Kershaw. **Second.** Christi Wathen. **Failed.** *5 Opposed.*

Motion: *To accept the following format for the BB Champs: Timed final events: 200's of stroke; maximum number of events per individual swimmer for spring and summer is seven (7); Offer 100 IM for 13-14 age group as time trial Only; Offer the 50's of stroke for 13-14 age group as time trial Only; the 200's of stroke for 11-12 age group will be offered as a time trial Only; Time Trials will not count toward the meet limit but will count toward the daily swimmer limit; and all time trials will be listed as Open Age group.* Liz Kershaw. **Second.** Allan Golding. **Passed.** *No Opposed.*

Motion: To accept the following modifications to finals for BB Champs: Keep 10 and Under in as prelims/finals for an A Final only; 13-14 age group 400 IM and 400/500 free are timed final events for both seasons on Friday; and 11-12 age group 400/500 free is a timed final event on Friday for both seasons. Liz Kershaw. **Second.** Christi Wathen. **Failed.** 5 Opposed.

Motion: To accept the following modifications to finals for BB Champs: 13-14 age group 400 IM and 400/500 free are timed final events for both seasons on Friday; and 11-12 age group 400/500 free is a timed final event on Friday for both seasons. Liz Kershaw. **Second.** Steven Goldman. **Passed.** No Opposed.

Motion: To accept "B" time standard minimum for the 50's and 100's. BB time standards for 200's and longer and have 3 separate host (3 identical, or as close as possible meets). Liz Kershaw. **Second.** Christi Wathen. **Withdrawn.**

Motion: For the BB Champs, to allow unrestricted bonus swims for those that have two (2) hard cuts get 1 bonus swim and one (1) hard cut get 2 bonus swims. Bonus standard is a "B" time. Alf Aguirre. **Second.** Liz Kershaw. **Passed.** 1 Opposed.

E. Coaches: Gordon Andrews:

1. No Report Given

F. Treasurer/Registration/Club Liaison: Dick Cavanah

1. Registration Report-see attached.

G. Secretary/Swimposium: Lori Bosco

1. No Report

H. Officials: Steven Goldman

1. FGC Officials Report-see attached

I. Finance/Investments: Kathleen Prindle

1. No Report

J. DEI: Rosemarie Knoll

1. No Report

K. Safe Sport/Safety Chair: Mike Averett

1. Safe Sport Report -see attached

L. Athletes: Jennifer Gibson

1. Introduction of Athlete Committee-have 9 athletes-6 seniors, 2 juniors and 1 sophomore. Had first meeting and talked about leadership and representation on the board and what they can offer to the athletes. Angelo Martinez, Camille Schechter and Isabella Chambers (introduced to the board). Will formalize senior and junior reps at the HOD.

VI. Committee Reports-

Ongoing Committees

1. Athletes In Action=
2. Governance Committee=Dick Cavanah, Kathy Fish*, Dave Gibson*, Chris Anderson, Jesse Vassallo, Evan Abril
3. Coach Support Network=Gordon Andrews, Jennifer Gibson, Chris Anderson, Christi Wathen, and Mike Averett
4. FGC Coach Mentoring Program 2022 Grant=Bruno Darzi, Jennifer Gibson, Chris Anderson and Liz Kershaw
5. FGC Meet Committee=Liz Kershaw, Allan Golding, Bruno Darzi, Christi Wathen, Alf Aguirre
6. MSD Scholarship 2022 Committee=
7. Relief Grant Committee=Kathleen Prindle, Dick Cavanah, Liz Kershaw, Bruno Darzi, Steven Goldman, Kathy Fish*.
8. Technical Planning Committee= Alf Aguirre, Chris Anderson, Liz Kershaw, Allan Golding, Steven Goldman, Bruno Darzi,
9. Swimposium=Lori Bosco, Jennifer Gibson, Mike Averett, Rosemarie Knoll, Athletes
10. Website Upgrade/Upkeep=Dick Cavanah, *Terrell Wood
11. FGC Board Protection Measures=Liz Kershaw, Bruno Darzi, Steven Goldman, Dick Cavanah

*=Denotes Non-Board Members

A. COVID committee: Gordon/Bruno/Liz/Kathleen

1. No Report given

B. FGC Swim Meets/Sanctioning/Updates Allan G/Bruno/Liz/Christi

1. See attached Report (Sanction Report).

VII. Old Business

- A. Nominating Committee for Fall BOD Elections**-sent out to all teams
- B. Meeting Notes for Sectional and Southern Zone Meetings:** see attached.
- C. FGC Grant Committee** to report at FGC HOD Meeting
- D. 2022 FGC Coaches Mentorship Program**-working with Bruno to post
- E. FGC Meet Scheduling/Application/Sanction Timeline**-will talk about.
- F. FGC Annual HOD**-to be held virtually on Saturday, October 23, 2021.
(Jennifer Gibson, Dick Cavanah, Bruno Darzi to work on implementation)

VIII. New Business-Action items

- A. Required update to FGC Mission Statement**-Bruno-

Motion: To move to adopt new wording to FGC Mission Statement: To promote growth and development of a safe and diverse swimming community through education, innovation, and a commitment to excellence. Dick Cavanah. **Second.** Bruno Darzi. **Passed.** *No Opposed.*

B. FGC Outreach Athlete Registration Process-move to Old business

C. FGC Implementation of Virtual check-in-(Bruno and Allan G)-beginning to think about best way to handle with our current meet procedures.

D. FGC Policy on late Meet Entry Fees-(Dick and Jennifer)-tabled (retreat)

E. New USA Swimming Legislation from 2021 ABM/HOD on Sat, Sept. 25-tabled)

F. Newly Updated LSC Affiliation Agreement (yearly contract between USA-S & LSC)-sent out.

G. FGC will be required to complete the NEW LEAP program in 2022-(Jennifer)-be aware of upcoming.

H. FGC/USA Swim Foundation's Golden Goggles-Miami-Tues, Dec 7th

I. USA Swimming's Zone Workshop-to be held in Denver, April 21-23, 2022 for General Chair, Registration Chair, DEI, Athletes, and Safe Sport.

J. FGC Board retreat-(Jennifer)-talked about dates.

IX. FGC B.O.D 2021 Meeting Schedule

A. Meeting Dates (Subject to change)

2. ??Meeting to finalize the FGC HOD Meeting/Voting-like 2020
3. Saturday, October, 24 2021- HOD-ZOOM
4. No November meeting
5. Tuesday, December 7th 7:30pm via ZOOM
6. Tuesday, January 18 or 25th @ 7:30pm via ZOOM
7. ??In person BOD Retreat-possible dates: Nov 13, 14, Jan 29, 30

X. Adjournment – at 10:44pm

Motion: To adjourn. Allan Golding. **Second.** Steve Goldman. **Passed.** *No Opposed.*

FGC Age Group (JO) Champs 2022

10 & UNDER										
GIRLS					EVENT	BOYS				
LCM		SCM		SCY		LCM		SCM		SCY
36.59		35.69		32.39	50 FR	36.49		35.19		31.99
1:20.59		1:17.89		1:10.49	100 FR	1:21.89		1:18.99		1:11.69
2:56.29		2:51.99		2:35.59	200 FR	2:54.79		2:48.99		2:33.39
6:05.39		5:54.29		6:44.89	400/500 FR	6:07.59		5:55.79		6:45.39
43.89		41.59		37.69	50 BA	44.99		42.99		39.09
1:34.69		1:29.69		1:21.29	100 BA	1:35.49		1:31.49		1:23.19
48.49		47.19		42.79	50 BR	48.99		47.29		42.99
1:48.29		1:43.49		1:33.89	100 BR	1:48.19		1:43.59		1:34.19
41.99		40.99		37.19	50 FL	42.19		41.09		37.39
1:37.99		1:34.99		1:26.09	100 FL	1:38.99		1:36.29		1:27.29
---		1:29.19		1:22.79	100 IM	---		1:29.89		1:23.39
3:17.09		3:10.79		2:52.69	200 IM	3:19.39		3:12.89		2:54.99
11 & 12										
GIRLS					EVENTS	BOYS				
LCM		SCM		SCY		LCM		SCM		SCY
32.59		31.79		28.69	50 FR	32.09		30.89		27.89
1:10.99		1:08.29		1:01.59	100 FR	1:09.89		1:07.29		1:00.89
2:34.09		2:29.49		2:15.29	200 FR	2:32.49		2:27.49		2:13.49
5:22.29		5:15.19		6:00.19	400/500 FR	5:21.89		5:12.99		5:57.69
11:17.19		10:52.39		12:25.39	800/1000 FR	11:18.59		10:54.59		12:27.89
21:37.39		20:46.59		20:53.89	1500/1650 FR	21:37.39		20:45.69		20:52.99
38.99		37.29		33.89	50 BA	39.49		37.69		34.29
1:22.69		1:21.49		1:13.39	100 BA	1:22.59		1:20.59		1:13.29
42.99		41.79		37.89	50 BR	43.59		41.99		38.19
1:35.39		1:30.89		1:22.39	100 BR	1:34.39		1:30.59		1:22.39
35.89		35.19		31.79	50 FL	36.09		35.39		31.89
1:22.79		1:20.99		1:13.49	100 FL	1:22.59		1:20.89		1:13.59
---		1:18.29		1:10.79	100 IM	---		1:16.39		1:09.09
2:53.09		2:47.59		2:31.69	200 IM	2:53.89		2:46.69		2:30.89
6:09.09		5:56.29		5:22.49	400 IM	6:08.69		5:53.39		5:19.79
13 & 14										
GIRLS					EVENTS	BOYS				
LCM		SCM		SCY		LCM		SCM		SCY
30.59		29.59		26.79	50 FR	28.29		27.29		24.69
1:06.19		1:04.29		58.19	100 FR	1:01.99		59.59		53.89
2:23.89		2:18.99		2:05.79	200 FR	2:14.79		2:09.79		1:57.49
5:01.59		4:54.29		5:36.29	400/500 FR	4:46.69		4:37.89		5:17.59
10:20.99		10:05.29		11:31.59	800/1000 FR	9:56.29		9:35.99		10:58.09
19:48.09		19:06.19		19:12.89	1500/1650 FR	18:58.89		18:13.39		18:19.79
1:17.09		1:13.09		1:06.19	100 BA	1:12.29		1:08.19		1:01.79
2:45.59		2:38.49		2:23.39	200 BA	2:36.59		2:28.79		2:14.69
1:27.69		1:23.99		1:15.99	100 BR	1:21.29		1:17.09		1:09.79
3:09.79		3:01.89		2:44.59	200 BR	2:56.79		2:48.89		2:32.89
1:14.79		1:12.89		1:05.99	100 FL	1:09.69		1:07.69		1:01.29
2:45.69		2:41.09		2:25.79	200 FL	2:36.19		2:29.99		2:15.69
---		1:15.89		1:08.29	100 IM	---		1:09.89		1:03.29
2:42.19		2:35.59		2:20.89	200 IM	2:36.79		2:31.59		2:17.19
5:42.89		5:31.99		5:00.49	400 IM	5:22.59		5:10.29		4:40.79
*	No Changes from LC 2021 for all 2022									



FLORIDA GOLD COAST SWIMMING

Treasurer's Report

October 5, 2021

A. Financial Statement

Bank Balance (10/5/21)	\$194,430
Wells Fargo Securities Investments (8/31/21) • Includes unrealized profit or loss	\$711,967
Savings Account – Bank of America (10/5/21)	\$ 74,544
Accounts Receivables (Registrations)	\$ 17,660
Escrow Balances	- \$ 7,166
Due USA-Swimming – Sept 2021 Registrations	- <u>\$ 42,496</u>
Total	<u>\$948,939</u>

Richard Cavanah
FGC Membership/Treasurer



FLORIDA GOLD COAST SWIMMING

Registration Report

October 5, 2021

A. 2021 – Athletes	(Annual)	4,435	
	(Flex)	<u>538</u>	<u>4,973</u>
2022 – Athletes (to date)	(Annual)	764	
	(Flex)	<u>217</u>	<u>981</u>
B. 2021 – Non-Athletes	Coaches	258	
	Officials & Others	<u>179</u>	<u>437</u>
C. 2021 – FGC Clubs	Clubs	55	
	Organizations	<u>2</u>	<u>57</u>

Richard Cavanah
Membership Chairman

FGC Officials Report October 12, 2021 BOD Meeting

Officials Report

*Congratulations to Allan Golding being appointed as the Southern Zone Officials Assistant Coordinator!

*The following officials will be headed to National Meets:

1) Felix Gonzalez=Junior Nationals

2) Kathy Fish=The Open

3) Allan Golding=The Open

4) Jose Carrion=The Open

Steven Goldman

Florida Gold Coast Swimming Officials Chair

FGC SSCR REPORT – Through August 31st, 2021

CLUB NAME:	CURRENT STATUS:	POINTS:
1. Alper J Swim Club	Safe Sport Recognized	X
2. Azura	Started	51
3. Black Marlin Swim & Triathlon Club	Started	47
4. Boca Raton Swim Team	Safe Sport Recognized	X
5. Bravo Swimming	Started	37
6. Coral Springs Swim Club	Safe Sport Recognized	X
7. Eagle Aquatics	Safe Sport Recognized	X
8. East Coast Aquatic Club	Started	54
9. Flood Aquatics Swim Team	Safe Sport Recognized	X
10. Gulliver Swim Club	Safe Sport Recognized	X
11. Heritage Aquatic Team	Started	7
12. Hurricane Aquatics	Safe Sport Recognized	X
13. Lake Lytal Lightning	Safe Sport Recognized	X
14. Metro Aquatic Club of Miami	Started	40
15. Miami Country Day Aquatics	Started	31
16. Miami Swimming	Started	53
17. Midtown Weston Aquatics	Safe Sport Recognized	X
18. North Palm Beach Swim Club	Safe Sport Recognized	X
19. Performance Aquatics	Started	62
20. Pine Crest Swimming	Safe Sport Recognized	X
21. Pompano Beach Piranhas	Safe Sport Recognized	X
22. Ransom Everglades Aquatic Club	Started	48
23. Saint Andrew's Aquatics	Safe Sport Recognized	X
24. South Florida Aquatic Club	Safe Sport Recognized	X
25. Sunrise Swimming	Safe Sport Recognized	X
26. Swim Fort Lauderdale	Safe Sport Recognized	X
27. Swim Gym Swim Team	Safe Sport Recognized	X
28. TS Aquatics	Safe Sport Recognized	X
29. Wahoo's of Wellington	Safe Sport Recognized	X

Total FGC Clubs: 55

- Completed SSCR: 19 Clubs
 - Started SSCR: 10 Clubs
 - Not Started SSCR: 26 Clubs

- FGC - SSCR COMPLETED: 35%
- FGC - SSCR STARTED: 18%
- FGC - SSCR NOT STARTED: 47%

Meeting Highlights-
FI/FGC Sectional Meeting-Sunday, September 19, 2021
Southern Zone Annual Meeting-Sunday, September 19, 2021

Sectional Meeting:
2022 Dates=February 10-13, 2022 @ Rosen Aquatic Center, Orlando
July 7-10, 2022 @ Plantation

Using ONLY Summer Cuts for both meets going forward.
2 OME's=1 for LSC/1 for Out-of-Section
Spring (February)=150 Out of State/Section Swimmers (Will reconvene if in-state #'s are low)

All Star Meet:
The All Star Meet will now have 3 teams, as FL Swimming is keeping 2 FLAGS Meets and will pick 2 All Star Meet teams. Approx. same number of athletes total from FL Swimming.
(See this as advantageous for FGC) Run as Triangular Meet.

Future dates chosen for All Star Meet to be held at Indian River=
2023=March 24-26, 2023
2024=March 22-24, 2024

Southern Zone Annual Meeting Summary:
Expanded Zone Workshop for 2022=April 21-24, 2022 in Denver, CO
(This is for Registrars; Coach Reps; DEI; General Chairs; Admin Chair; Athlete Reps)

Proposal for LSC Dues Increase=TABLED.

Open Water Zone Teams-Proposal to expand LSC Teams from 32 to 48. PASSED.
(This allows for 6 athletes per age group vs the current 4 per age group)

Southern Zone Championship Meets=
Southern Zone OW Championships 2022=May 13-15, 2022 @ DeLeon Springs, FL (Hydro 4)
Southern Zone Age Group Zone=Arlington, TX (Date=?)

2023 Locations for Sr/Age Zones=
Senior Zones=Tupelo, MS
Age Group=Cary (Raleigh), NC

Congratulations!
Allan Golding for being elected as the Southern Zone Assistant Officials Coordinator

Location: Page 26 – (new) 102.1 Events

102.1 EVENTS — Meets should be planned to terminate within a maximum period of eight (8) hours of competitive events for any group of swimmers in any one day and to provide adequate meal and rest breaks and properly supervised sheltered rest areas. Refer to 205.3.1 F for additional provisions.

.1-.2 [no changes]

.3 DEVELOPMENT COMPETITION EVENTS – Competitions may be composed of events selected from the following recognized list of events:

12 Years and Younger

25, 50, 100 freestyle

25, 50 backstroke

25, 50 breaststroke

25, 50 butterfly

100 individual medley

100, 200 freestyle relay

100, 200 medley relay

100, 200 mixed competition category freestyle relay

100, 200 mixed competition category medley relay

[re-number remaining]

Location: Page 34 – 102.10 Officials

102.10 OFFICIALS

.1-.3 [no changes]

.4 Minimum Number of Officials Required for Development, Dual and Intra-Squad Meets

1 Referee, who may also act as a stroke and turn judge

1 Starter

1 Other Stroke and Turn Judge (may be the Starter)

1 Announcer

3 Timers per lane (one minimum if automatic timing equipment with touchpads is used)

1 Administrative Official

1 Place Judge

Relay Take-off Judges (if applicable)

Timing Equipment Operators (as needed)

Marshal(s) (number determined by the LSC)

Location: Page 75 – (new) 205.11 Development Competition Program

205.11 DEVELOPMENT COMPETITION PROGRAM

- .1 Development competitions are limited to athletes ages 12 and under offering events listed in 102.1.3.
- .2 The Development competition season shall be defined by three, ten-week seasons with dates defined by the Age Group Development Committee not later than February 15 annually.
- .3 Athletes shall be limited to participating in four Development competitions per season.
- .4 Development competitions may operate as multi-day, multi-session meets. Sessions shall be planned to allow the events not to exceed two hours in length. Athletes shall only participate in one session per sanctioned competition.
- .5 Development competitions may be offered at the option of the LSC but are not required.

Affiliation Agreement

THIS AGREEMENT, dated January 1, 2022, is by and between USA Swimming, Inc., a Colorado nonprofit corporation located at One Olympic Plaza, Colorado Springs, Colorado 80909 (“USA Swimming”), and Florida Gold Coast Swimming, Inc., a Florida nonprofit corporation having its principal place of business at 951 US Hwy #1, North Palm Beach, FL 33408 (“LSC”).

Recitals

- A. WHEREAS, USA Swimming is the national governing body for the sport of swimming in the United States in accordance with the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 et seq (“Act’). As the national governing body for the sport of swimming, USA Swimming is responsible for promoting and developing public interest and participation in all levels of competition for the sport of swimming in the United States.
- B. WHEREAS, LSC is engaged in the education, instruction and training of individuals to develop and improve their capabilities in the sport of swimming; and supports the development and achievement of athletes, coaches, officials and clubs; and has jurisdiction over the sport of swimming as delegated to it by USA Swimming to conduct swimming programs consistent with LSC’s and USA Swimming’s objectives; and may sanction, approve, observe and oversee competitive swimming events and otherwise conduct competitive swimming events within the Territory, its Region and its Zone (as those terms are defined in Part Six of the USA Swimming Rules and Regulations).
- C. WHEREAS, USA Swimming and LSC desire to document their respective rights and obligations in accordance with USA Swimming’s Corporate Bylaws, LSC’s Bylaws, the USA Swimming Rules and Regulations, and all applicable policies and procedures.
- D. NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, USA Swimming and LSC agree as follows:

Agreement

- 1. Term. This agreement shall continue in force for a period of two years. Upon expiration, this Agreement shall continue in force until either party notifies the other party in writing of its intent to terminate this Agreement, in which case it shall terminate 60 days from the date of the notice.
- 2. Geographic Territory. The geographic territory of LSC is as set forth in Article 603 of the USA Swimming Rules and Regulations.
- 3. Governance. At a minimum, LSC agrees to the following governance practices:
 - (a) LSC shall adopt and maintain a certificate of incorporation and bylaws complying with the USA Swimming LSC Model Bylaws. The bylaws shall be adopted no later than the date specified by the USA Swimming House of Delegates and shall be

submitted to the USA Swimming Rules & Regulations Committee and USA Swimming's General Counsel for review within thirty (30) days of enacting the bylaws.

- (b) LSC shall comply with its bylaws.
- (c) LSC shall remain a nonprofit corporation in good standing in accordance with the state regulations in the state in which it is incorporated.
- (d) LSC shall comply with the requirements of USA Swimming's LSC Evaluation and Achievement Program ("LEAP") and any subsequent iterations of the LEAP program that may be developed.
- (e) LSC cannot and shall not attempt to legally bind USA Swimming to any agreement without USA Swimming's prior written consent.

4. Financial Management. LSC agrees to comply with Article 8 of the USA Swimming Corporate Bylaws (LSC Reporting Requirements) and to complete the Local Swimming Committee Financial Assessment Program.

- (a) If the prior year's total net assets of LSC exceed two hundred thousand dollars (\$200,000), LSC shall also obtain annually either (i) an independent audit; or (ii) an independent Agreed-Upon Procedures review as set forth in the current AICPA's Statements on Standards for Attestation Engagements (until such time that the prior year's total net assets are two hundred thousand dollars (\$200,000) or less).
- (b) LSC shall ensure that LSC Internal Revenue Service ("IRS") and state tax submissions are filed timely and completely with the IRS and/or the applicable state government agency.
- (c) LSC shall submit to USA Swimming headquarters its Financial Assessment Program, annual closing Balance Sheet, Statement of Income and Expense, Form 990, and outcome of review or audit (as applicable) within five (5) months of the close of its fiscal year. Upon submission of a request to extend the time to file its federal income tax return, LSC may be granted additional time to meet its financial reporting requirements to USA Swimming equal to the extension period, provided LSC submits a copy of the request for extension with the IRS to USA Swimming at the time the extension is filed and the IRS grants such an extension.
- (d) LSC agrees to enact the following USA Swimming financial and management policies. In the absence of an LSC-specific policy, the USA Swimming model policy will take effect.
 - i. Crime Policy;
 - ii. Conflict of Interest Policy;
 - iii. Whistleblower Protection Policy;
 - iv. Document Destruction Policy;
 - v. USA Swimming Reserve Policy;
 - vi. USA Swimming Investment Policy;
 - vii. Any other management or financial policy required by USA Swimming.

5. USA Swimming Group Tax Exemption. Provided LSC is in compliance with this Agreement and is otherwise qualified as an organization exempt from federal taxation under Internal Revenue Code §501(c)(3) and such other requirements as imposed by law,

LSC shall be entitled to use the group tax exemption obtained by USA Swimming from the IRS.

6. LSC Membership Registration and Collection of Payments. LSC shall comply with then-current USA Swimming Rules and policies concerning the registration of club, individual and organizational members and the collection of membership dues.
7. Outreach Membership Reporting. LSC shall submit to USA Swimming an annual report of its outreach membership qualification criteria and associated fees.
8. Responsibility to Cooperate. LSCs shall cooperate fully with and assist USA Swimming and any outside legal counsel representing either LSC or USA Swimming with matters related to pending litigation involving either LSC or USA Swimming. Full cooperation includes, but is not limited to:
 - (a) Reporting to USA Swimming when LSC receives a notice of claim or a complaint naming LSC in litigation;
 - (b) Timely responding to requests from USA Swimming and any outside legal counsel representing either LSC or USA Swimming;
 - (c) Full participation in discovery requests and litigation proceedings;
 - (d) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested; and
 - (e) Preserving the integrity of the pending matter and abiding by all applicable confidentiality requests and instructions.
9. Meet Sanctions. LSC agrees to comply with Article 202 of the USA Swimming Rules and Regulations (Sanctions and Approval). As the National Governing Body for competitive swimming in the United States and as a Federation member of FINA, USA Swimming has the sole and exclusive authority to sanction or approve domestic and international swimming competition conducted within its jurisdiction. LSC has been authorized by USA Swimming to issue the sanction and approval for all swimming competition and benefits, exhibitions, clinics and entertainment involving competitive swimming within its geographical boundaries, except that USA Swimming shall sanction national swimming competitions. LSC shall be responsible for ensuring that all swimming competition, benefits, exhibition, clinics and entertainment involving competitive swimming within its geographical boundaries for which it grants a sanction are conducted in accordance with Article 202 of the USA Swimming Rules and Regulations.
10. Issuance of Public Statements. LSC shall only issue public statements with respect to its and USA Swimming's rules, bylaws, policies, programs and sanctioned competitions.
11. Political Lobbying Activities. LSC shall not engage in political lobbying efforts without the express written permission of USA Swimming.
12. Use of Intellectual Property. USA Swimming is the owner of various trademarks, trade names, service marks, logos and event names ("Marks"). USA Swimming grants LSC a limited, non-exclusive license to use Marks, within the geographic territory, in connection

with the education, instruction and training of individuals to develop and improve their capabilities in the sport of swimming and the promotion and advertisement of sanctioned competitive swimming events. LSC shall cause to appear the identification "®," or "™" on all materials prepared by LSC, its employees or agents that incorporate one or more Marks. Said registration identification shall appear below and to the right of said Mark. LSC recognizes that USA Swimming has established a great deal of goodwill through its reputation and the representation of the Marks. Therefore, LSC shall not use, commercially exploit, permit the use of or permit the commercial exploitation of any Marks in negative advertising, nor in any manner that is contrary to public morals or which has been found to be deceptive or misleading, or which reflects unfavorably on the good name, goodwill, reputation or image of USA Swimming.

13. Insurance.

- (a) USA Swimming. USA Swimming shall provide LSC with certain insurance, including directors and officers, commercial general liability, non-owned automobile liability, bodily injury, personal injury, and abuse and molestation coverages in commercially reasonable amounts.
- (b) LSC. It is the responsibility of LSC to obtain workers compensation coverage in compliance with applicable state law, as well as property coverage for any property utilized by LSC. Any insurance coverage obtained by LSC shall serve as primary coverage for covered persons, entities and activities. LSC shall not obtain insurance coverage which negates the insurance coverage provided by USA Swimming under Section 8(a) of this Agreement.

14. Indemnification. LSC shall indemnify each person who is or was a director, officer, or employee of LSC (including the heirs, executors, administrators or estate of such person) to the fullest extent possible by applicable state law against any liability, cost or expense incurred by him/her in his/her capacity as director, officer, or employee, or arising out of his/her status as a director, officer or employee (including serving at the request of LSC as a director, trustee, officer, employee or against of another corporation), provided such person acted in good faith and with due care.

15. Limitation of Liability. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF OPPORTUNITY, REVENUES, OR PROFITS, ARISING OUT OF THIS AFFILIATION AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES OR LOSSES WERE KNOWN OR FORESEEABLE.**

16. Effect of Decertification.

- (a) USA Swimming. In the event USA Swimming is decertified as the National Governing Body for the sport of swimming in the United States in accordance with the Act, LSC shall have the right to terminate this Agreement effective upon giving of notice to USA Swimming.

- (b) LSC. In accordance with Section 15 of this Agreement, the USA Swimming Board of Directors has the power to decertify LSC as an affiliate within the USA Swimming governance structure. Any such action shall be taken at the initiative of the USA Swimming President & CEO as a result of a compliance review undertaken by USA Swimming or pursuant to other information known to USA Swimming and shall be finally determined by the USA Swimming Board of Directors.

If LSC is decertified, LSC shall immediately cease using any Marks, and all events and activities of LSC shall be suspended unless prior written approval of USA Swimming is obtained. LSC shall provide USA Swimming with immediate access to all books and records.

- 17. Penalties. In addition to any other remedies available at law or in equity, a failure by LSC to comply with any of the above provisions, after being given notice and a reasonable time to cure, may result in, with written notice by the USA Swimming Board of Directors:
 - (a) Inability to sanction, approve, observe and oversee competitive swimming events;
 - (b) A financial penalty in the amount of \$100.00 per day of noncompliance;
 - (c) Suspension from voting at the House of Delegates meeting at USA Swimming;and/or
 - (d) Decertification as a Local Swimming Committee.
- 18. Opportunity To Appeal. Any penalty, including decertification, imposed by the USA Swimming Board of Directors may be appealed to the National Board of Review for a hearing pursuant to Article 407 of USA Swimming's Rules & Regulations. The decision of the National Board of Review shall be final without opportunity to appeal. Nothing in this Section 14 shall be construed to limit the rights of members provided by the Ted Stevens Olympic and Amateur Sports Act and Article 301.3 of the USA Swimming Rules and Regulations.
- 19. General Provisions.
 - (a) Waiver. The failure by any party to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the provisions hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.
 - (b) Severability. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

- (c) Assignment. No party may transfer or assign this Agreement without the prior express written consent of the other party.
- (d) Headings. The Paragraph and Section headings in this Agreement are for convenience only and shall not be used in the interpretation nor considered part of this Agreement.
- (e) Entire Agreement and Effect. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein.
- (f) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to their conflict of laws provisions.
- (g) Amendments/Modification. This Agreement may not be amended or modified except by written document signed by both parties.
- (h) Execution in Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated next to their respective signatures, effective as of the date specified above.

USA SWIMMING, INC.

FLORIDA GOLD COAST SWIMMING, INC.

By: Tim Hinchey, III

By: _____

Its: President & Chief Executive Officer

Its: General Chair

Date: _____

Date: _____

Affiliation Agreement

THIS AGREEMENT, dated January 1, 2022~~0~~, is by and between USA Swimming, Inc., a Colorado nonprofit corporation located at One Olympic Plaza, Colorado Springs, Colorado 80909 (“USA Swimming”), and _____ Swimming, Inc., a _____ nonprofit corporation having its principal place of business at _____ (“LSC”).

Recitals

- A. WHEREAS, USA Swimming is the national governing body for the sport of swimming in the United States in accordance with the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 et seq (“Act”):- As the national governing body for the sport of swimming, USA Swimming is responsible for promoting and developing public interest and participation in all levels of competition for the sport of swimming in the United States.
- B. WHEREAS, LSC is engaged in the education, instruction and training of individuals to develop and improve their capabilities in the sport of swimming; and supports the development and achievement of athletes, coaches, officials and clubs; and has jurisdiction over the sport of swimming as delegated to it by USA Swimming to conduct swimming programs consistent with LSC’s and USA Swimming’s objectives; and may sanction, approve, observe and oversee competitive swimming events and otherwise conduct competitive swimming events within the Territory, its Region and its Zone (as those terms are defined in Part Six of the USA Swimming Rules and Regulations).
- C. WHEREAS, USA Swimming and LSC desire to document their respective rights and obligations in accordance with USA Swimming’s Corporate Bylaws, LSC’s Bylaws, the USA Swimming Rules and Regulations, and all applicable policies and procedures.
- D. NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, USA Swimming and LSC agree as follows:

Agreement

- 1. Term. This agreement shall continue in force for a period of two years. Upon expiration, this Agreement shall continue in force until either party notifies the other party in writing of its intent to terminate this Agreement, in which case it shall terminate 60 days from the date of the notice.
- 2. Geographic Territory. The geographic territory of LSC is as set forth in Article 603 of the USA Swimming Rules and Regulations.
- 3. Governance. At a minimum, LSC agrees to the following governance practices:
 - (a) LSC shall adopt and maintain a certificate of incorporation and bylaws complying with the USA Swimming LSC Model Bylaws. The bylaws shall be adopted no later than the date specified by the USA Swimming House of Delegates and shall be

submitted to the USA Swimming Rules & Regulations Committee and USA Swimming's General Counsel for review within thirty (30) days of enacting the bylaws.

(b) LSC shall comply with its bylaws.

~~(c)~~ LSC shall remain a nonprofit corporation in good standing in accordance with the state regulations in the state in which it is incorporated.

~~(e)(d)~~ LSC shall comply with the requirements of USA Swimming's LSC Evaluation and Achievement Program ("LEAP") and any subsequent iterations of the LEAP program that may be developed.

~~(d)(e)~~ LSC cannot and shall not attempt to legally bind USA Swimming to any agreement without USA Swimming's prior written consent.

4. Financial Management. LSC agrees to comply with Article 8 of the USA Swimming Corporate Bylaws (LSC Reporting Requirements) and to complete the Local Swimming Committee Financial Assessment Program.

~~(e)~~ Beginning January 1, 2021, if the prior year's total net assets of LSC exceed two hundred thousand dollars (\$200,000), LSC shall also obtain annually either (i) an independent audit; or (ii) an independent Agreed-Upon Procedures review as set forth in the current AICPA's Statements on Standards for Attestation Engagements (until such time that the prior year's total net assets are two hundred thousand dollars (\$200,000) or less).

~~(a)~~

~~(b)~~ LSC shall ensure that LSC Internal Revenue Service ("IRS") and state tax submissions are filed timely and completely with the IRS and/or the applicable state government agency.

~~(f)~~

~~(g)~~ LSC shall submit to USA Swimming headquarters its Financial Assessment Program, annual closing Balance Sheet, Statement of Income and Expense, Form 990, and outcome of review or audit (as applicable) within five (5) months of the close of its fiscal year. Upon submission of a request to extend the time to file its federal income tax return, LSC may be granted additional time to meet its financial reporting requirements to USA Swimming equal to the extension period, provided LSC submits a copy of the request for extension with the IRS to USA Swimming at the time the extension is filed and the IRS grants such an extension.

~~(c)~~

~~(h)~~

~~(i)(d)~~ Additionally, LSC agrees to enact the following USA Swimming financial and management policies. In the absence of an LSC-specific policy, the USA Swimming model policy will take effect.

~~i.~~ Crime Policy;

~~i.~~

~~ii.~~ Conflict of Interest Policy;

~~ii.~~

~~iii.~~ Whistleblower Protection Policy;

~~iii.~~

- ~~iv. Document Destruction Policy;~~
- ~~iv.~~
- ~~v. USA Swimming Reserve Policy;~~
- ~~v.~~
- ~~vi. USA Swimming Investment Policy;~~
- ~~vi.~~
- vii. Any other management or financial policy required by USA Swimming.

~~Finally, LSC shall ensure that all LSC Internal Revenue Service (IRS) and state tax submissions are filed timely and completely with the IRS and/or applicable state government agency.~~

~~Provided that LSC is in compliance with this Affiliation Agreement and is otherwise qualified as an organization exempt from federal taxation under Internal Revenue Code §501(c)(3) and such other requirements as imposed by law, LSC shall be entitled to use the group tax exemption obtained by USA Swimming from the Internal Revenue Service.~~

~~5. USA Swimming Group Tax Exemption. Provided LSC is in compliance with this Agreement and is otherwise qualified as an organization exempt from federal taxation under Internal Revenue Code §501(c)(3) and such other requirements as imposed by law, LSC shall be entitled to use the group tax exemption obtained by USA Swimming from the IRS.~~

~~4.6. LSC Membership Registration and Collection of Payments. LSC shall comply with then-current USA Swimming Rules and policies concerning the registration of club, individual and organizational members and the collection of membership dues.~~

~~7. Outreach Membership Reporting. LSC shall submit to USA Swimming an annual report of its outreach membership qualification criteria and associated fees.~~

~~8. Responsibility to Cooperate. LSCs shall cooperate fully with and assist USA Swimming and any outside legal counsel representing either LSC or USA Swimming with matters related to pending litigation involving either LSC or USA Swimming. Full cooperation includes, but is not limited to:~~

- ~~(a) Reporting to USA Swimming when LSC receives a notice of claim or a complaint naming LSC in litigation;~~
- ~~(b) Timely responding to requests from USA Swimming and any outside legal counsel representing either LSC or USA Swimming;~~
- ~~(c) Full participation in discovery requests and litigation proceedings;~~
- ~~(d) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested; and~~
- ~~(e) Preserving the integrity of the pending matter and abiding by all applicable confidentiality requests and instructions.~~

~~5.9. Meet Sanctions. LSC agrees to comply with Article 202 of the USA Swimming Rules and Regulations (Sanctions and Approval). As the National Governing Body for competitive~~

swimming in the United States and as a Federation member of FINA, USA Swimming has the sole and exclusive authority to sanction or approve domestic and international swimming competition conducted within its jurisdiction. LSC has been authorized by USA Swimming to issue the sanction and approval for all swimming competition and benefits, exhibitions, clinics and entertainment involving competitive swimming within its geographical boundaries, except that USA Swimming shall sanction national swimming competitions. LSC shall be responsible for ensuring that all swimming competition, benefits, exhibition, clinics and entertainment involving competitive swimming within its geographical boundaries for which it grants a sanction are conducted in accordance with Article 202 of the USA Swimming Rules and Regulations.

10. Issuance of Public Statements. LSC shall only issue public statements with respect to its and USA Swimming's rules, bylaws, policies, programs and sanctioned competitions.

6.11. Political Lobbying Activities. LSC shall not engage in political lobbying efforts without the express written permission of USA Swimming.

7.12. Use of Intellectual Property. USA Swimming is the owner of various trademarks, trade names, service marks, logos and event names ("Marks"). USA Swimming grants LSC a limited, non-exclusive license to use Marks, within the geographic territory, in connection with the education, instruction and training of individuals to develop and improve their capabilities in the sport of swimming and the promotion and advertisement of sanctioned competitive swimming events. LSC shall cause to appear the identification "®," or "™" on all materials prepared by LSC, its employees or agents that incorporate one or more Marks. Said registration identification shall appear below and to the right of said Mark. LSC recognizes that USA Swimming has established a great deal of goodwill through its reputation and the representation of the Marks. Therefore, LSC shall not use, commercially exploit, permit the use of or permit the commercial exploitation of any Marks in negative advertising, nor in any manner that is contrary to public morals or which has been found to be deceptive or misleading, or which reflects unfavorably on the good name, goodwill, reputation or image of USA Swimming.

13. Insurance.

(a) USA Swimming. USA Swimming shall provide LSC with certain insurance, including directors and officers, commercial general liability, non-owned automobile liability, bodily injury, personal injury, and abuse and molestation coverages in commercially reasonable amounts.

(a)(b) LSC. It is the responsibility of LSC to obtain workers compensation coverage in compliance with applicable state law, as well as property coverage for any property utilized by LSC. Any insurance coverage obtained by LSC shall serve as primary coverage for covered persons, entities and activities. LSC shall not obtain insurance coverage which negates the insurance coverage provided by USA Swimming under Section 8(a) of this Agreement.

8.14. Indemnification. LSC shall indemnify each person who is or was a director, officer, or employee of LSC (including the heirs, executors, administrators or estate of such person) to the fullest extent possible by applicable state law against any liability, cost or expense incurred by him/her in his/her capacity as director, officer, or employee, or arising out of his/her status as a director, officer or employee (including serving at the request of LSC as a director, trustee, officer, employee or against of another corporation), provided such person acted in good faith and with due care.

9.15. Limitation of Liability. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, SHALL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF OPPORTUNITY, REVENUES, OR PROFITS, ARISING OUT OF THIS AFFILIATION AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES OR LOSSES WERE KNOWN OR FORESEEABLE.**

16. Effect of Decertification.

(a) USA Swimming. In the event USA Swimming is decertified as the National Governing Body for the sport of swimming in the United States in accordance with the Act, LSC shall have the right to terminate this Agreement effective upon giving of notice to USA Swimming.

(b) LSC. In accordance with Section 15 of this Agreement, the USA Swimming Board of Directors has the power to decertify LSC as an affiliate within the USA Swimming governance structure. Any such action shall be taken at the initiative of the USA Swimming President & CEO as a result of a compliance review undertaken by USA Swimming or pursuant to other information known to USA Swimming and shall be finally determined by the USA Swimming Board of Directors.

If LSC is decertified, LSC shall immediately cease using any Marks, and all events and activities of LSC shall be suspended unless prior written approval of USA Swimming is obtained. LSC shall provide USA Swimming with immediate access to all books and records.

10.17. Penalties. In addition to any other remedies available at law or in equity, a failure by LSC to comply with any of the above provisions, after being given notice and a reasonable time to cure, may result in, with written notice by the USA Swimming Board of Directors:

- (a) Inability to sanction, approve, observe and oversee competitive swimming events;
 - (b) A financial penalty in the amount of \$100.00 per day of noncompliance;
 - (c) Suspension from voting at the House of Delegates meeting at USA Swimming;
- ~~Withholding of credentials to the annual convention;~~ and/or
~~(e)~~(d) Decertification as a Local Swimming Committee.

18. Opportunity To Appeal. Any penalty, including decertification, imposed by the USA Swimming Board of Directors may be appealed to the National Board of Review for a hearing pursuant to Article 407 of USA Swimming's Rules & Regulations. The decision

of the National Board of Review shall be final without opportunity to appeal. Nothing in this Section 14 shall be construed to limit the rights of members provided by the Ted Stevens Olympic and Amateur Sports Act and Article 301.3 of the USA Swimming Rules and Regulations.

19. General Provisions.

- (a) Waiver. The failure by any party to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the provisions hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.
- (b) Severability. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.
- (c) Assignment. No party may transfer or assign this Agreement without the prior express written consent of the other party.
- (d) Headings. The Paragraph and Section headings in this Agreement are for convenience only and shall not be used in the interpretation nor considered part of this Agreement.
- (e) Entire Agreement and Effect. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein.
- (f) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to their conflict of laws provisions.
- (g) Amendments/Modification. This Agreement may not be amended or modified except by written document signed by both parties.
- (h) Execution in Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

~~(f) Decertification. The USA Swimming Board of Directors has the power to decertify LSC as an affiliate within the USA Swimming governance structure. Any such action shall be taken at the initiative of the USA Swimming President & CEO as a result of a compliance review undertaken by USA Swimming or pursuant to other information known to USA Swimming and shall be finally determined by the USA Swimming Board of Directors.~~

~~If LSC is decertified, LSC shall immediately cease using any Marks, and all events and activities of LSC shall be suspended unless prior written approval of USA Swimming is obtained. LSC shall provide USA Swimming with immediate access to all books and records.~~

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated next to their respective signatures, effective as of the date specified above.

USA SWIMMING, INC.

[LSC]

By: Tim Hinchey, III

By: _____

Its: President & Chief Executive Officer

Its: General Chair

Date: _____

Date: _____

FGC Sanctions, Approvals, Observations, and Times Report (9/1/2021 - 12/31/2021)

Meet Name	Start Class Type Course Host Sessions SAO Number	Athletes Entries	No Shows DQs	Results	In SWIMS	Not Loaded	Reg. Errors	Valid Times
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Search Terms

Search date range: 9/1/2021 to 12/31/2021
 Do not include cancelled meets
 Do not include postponed meets
 Do not include only SAO request received meets
 Include only meets with an SAO number
 Do not include only Championship meets
 Include sanctioned meets
 Include approved meets
 Include observed meets

Query Results Summary

30 Meets found
 84 Sessions
 21 Unique Hosts
 3372 Athletes
 13084 Entries
 385 Disqualifications
 12247 Results
 0 Times not loaded into SWIMS due to athlete missing APT
 232 SWIMS registration errors
 9906 Valid times loaded into SWIMS

Meet Types Found

Intrasquad (ISQ) 2
 Dual (DU) 0
 Developmental (DEV) 2
 Invitational (INV) 17
 Senior (SR) 0
 Developmental Championship (DVC) 0
 LSC Age Group Championship (LAG) 0
 LSC Senior Championship (LSR) 0
 Sectional Championship (SEC) 0