

II. FISCAL IMPACT ANALYSIS



A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	3,775	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	3,775	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 0001 Department 580 Unit Various
Object 4909


B. Recommended Sources of Funds/Summary of Fiscal Impact:

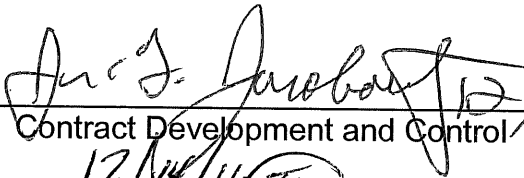
FUND: General Fund
UNIT: Pools – 5204, 5302, 5303, 5304, 5305 and 5306
Waterparks – 5234, 5251


C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


OFMB KP
11/28


Contract Development and Control
12/14/16



B. Legal Sufficiency:


Assistant County Attorney 12-14-16

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

This summary is not to be used as a basis for payment



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **Palm Beach County Board of County Commissioners** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature ("Effective Date"), in order to permit the LTP's associated Red Cross certified instructors in good standing ("Instructors") to license Red Cross training materials for the LTP's use in the instruction of Red Cross training courses specified on Appendix B ("Courses") within the jurisdictions listed in Appendix C.

1. LTP Responsibilities. In connection with offering the Courses, LTP agrees that it will:

- 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
- 1.2. Notify Red Cross within ten (10) business days of any additions, deletions, or changes to Instructors permitted by LTP to teach on its behalf during the term of this Agreement.
- 1.3. Obtain Red Cross confirmation of the certification and authorization status of new LTP Instructors before permitting such Instructors to teach a Course.
- 1.4. Be responsible for the oversight of LTP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross LTP Resource Guide, policies and procedures (collectively, the "Policies").
- 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and LTP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
- 1.6. Permit Red Cross to perform random observations of LTP's Courses.
- 1.7. Permit Red Cross, in its sole discretion, to post LTP's contact and course information on its website to allow potential course participants to search and locate them regarding Course availability.
- 1.8. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
- 1.9. Timely payment of the required fees in connection with this Agreement.
- 1.10. Recognize its responsibility for all liabilities arising out of LTP's performance under this Agreement. LTP understands and acknowledges it is the responsibility of the LTP to obtain adequate insurance to cover its performance, and the performance of its employees and contractors, under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors or other subcontractors.
- 1.11. Maintain a relevant, valid business license for the term of this Agreement.
- 1.12. Offer and teach the Courses exclusively in accordance with Sections 6.3 and 6.4 of this Agreement.

2. Red Cross Responsibilities. To facilitate LTP's Course offerings, Red Cross agrees that it will:

- 2.1 Make Red Cross training content and Course Materials available to LTP's Instructors through a limited and non-exclusive license to use the Course Materials solely in connection with this Agreement, which such license may not be assigned or sub-licensed.
- 2.2 Approve properly submitted Course Records and provide digital certifications for Course participants, if applicable.
- 2.3 Provide LTP with access to Red Cross electronic resources allowing LTP to enter Course Records and print Course certificates.



3. Term and Termination.

- 3.1 This Agreement will be effective as of the Effective Date and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 3.2 Either Party may terminate this Agreement with thirty (30) calendar days advance written notice to the other Party.
- 3.3 Red Cross reserves the right to immediately terminate this Agreement if LTP does not abide by the terms of this Agreement or the Policies.
- 3.4 The following provisions of this Agreement, which by their very nature are incapable of being fully performed or enforced prior to expiration or termination, shall survive any such expiration or termination of this Agreement.

4. Fees and Invoicing.

- 4.1 LTP will remit payment by credit card or will be invoiced, if approved.
- 4.2 Fees are set forth on Appendix B.
- 4.3 Customers who are approved will receive an invoice following the class. Payment in full is due thirty (30) days from the date of the invoice. Payment of invoice is accepted by credit card or check only. Past due amounts shall be subject to collections actions and may be referred to an external collections agency which will result in the Customer's invoicing privileges being terminated. Credit card payment will be required if invoicing privileges are suspended or terminated.
- 4.4 To make a payment by credit card, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the customer account name, number and invoice number and send to:
American Red Cross - Health & Safety Services
25688 Network Place
Chicago, IL 60673-1256
- 4.5 For questions or concerns about your invoice, please email billing@redcross.org or call the number listed on the invoice.
- 4.6 Red Cross reserves the right to change its fees and related policies in its sole discretion upon thirty (30) days advance notice of such changes. If the LTP does not agree to such changes, it has the right to terminate this Agreement as of the date of such change.
- 4.7 If the Red Cross determines that any course offered by the LTP and/or its Instructors is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with the re-training of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the re-training, which may include the LTP or any Red Cross employee, volunteer, or Licensed Training Provider.

5. Notices. Each Party's contact for notices under this Agreement is listed on Appendix A.

6. Confidentiality and Intellectual Property.

- 6.1 Except as required by applicable law or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited and non-exclusive license to use the Red Cross IP solely in connection with this Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, LTP agrees not to revise,



edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. LTP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to LTP of any ownership rights in the Red Cross Marks, and (3) LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

- 6.3 During the term of this Agreement, until the voluntary or involuntary termination thereof for any reason whatsoever, LTP will not for any Course specified on Appendix B, directly or indirectly, teach, perform services, provide consultation or solicit any business on behalf of any of the Red Cross competitors listed in Appendix C (the "Red Cross Competitors").
- 6.4 Upon the termination of this Agreement for any reason whatsoever, whether voluntary or involuntary, LTP agrees that for a period of one (1) year after the termination of this Agreement, LTP will not (a) participate, personally or financially, directly or indirectly, in competition with the Red Cross in the business of offering any Course listed in Appendix B within the jurisdictions specified on Appendix C, (b) accept employment with any of the Red Cross Competitors identified on Appendix C, or (c) solicit, induce, or attempt to induce any of LTP's past or current Course participants (i) to cease doing business in whole or in part with or through the Red Cross, or (ii) to do business with any other person, firm, partnership, corporation, or other entity which performs services materially similar to or competitive with those provided by the Red Cross within the jurisdiction specified on Appendix C.

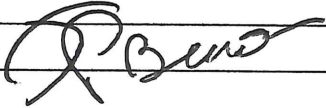
7. Miscellaneous.

- 7.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.
- 7.2 Amendments. This Agreement may only be amended or modified by the Parties in writing.
- 7.3 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 7.4 Independent Contractors. Each Party shall furnish its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 7.5 Assignment. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6 Entire Agreement, Amendments and Assignments. Concerning the subject matter here of, this Agreement and the Policies referenced herein constitute the entire agreement between the Parties and supersedes all prior agreements and understandings between the Parties. This Agreement shall not be amended, modified or assigned unless both Parties agree in writing.
- 7.7 Availability of Funds. LTP's performance and obligation to pay under this Agreement for subsequent fiscal years following the Effective Date of this Agreement is contingent upon annual appropriations for its purpose by the Board of County Commissioners.



- 7.8 **Remedies.** No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. And each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 7.9 **Nondiscrimination.** Red Cross warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Red Cross has submitted to LTP a copy of its non-discrimination policy, which is consistent with the above sentence, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Red Cross does not have a written non-discrimination policy or one that conforms to LTP's policy, it has acknowledged through a signed statement provided to LTP that Red Cross will conform to LTP's non-discrimination policy as provided in R-2014-1421, as amended.
- 7.10 **Authority to Practice.** Red Cross hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to LTP's representative upon reasonable request. LTP understands, however, that Red Cross is a federal instrumentality and as such, certain licenses and approvals may not be applicable.
- 7.11 **Regulations; Licensing Requirements.** Red Cross shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Red Cross is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the obligation Red Cross hereunder.
- 7.12 **Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records and to audit, investigate, monitor and inspect the activities of Red Cross, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements relation to the Agreement and detect corruption and fraud. Failure to reasonably cooperate with the Inspector General or interfering with or impeding any investigation shall be in the violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 7.13 **No Third Party Beneficiaries.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of LTP or Red Cross.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the LTP Resource Guide, which may be updated from time to time.

Customer Name: Palm Beach County Board of County Commissioners	The American National Red Cross
Customer Signature:	Red Cross Signature: 
Name:	Name: Patrick Beason
Title:	Title: Territory Aquatics Specialist, Florida
Date:	Date: 11/10/16



Customer Signature:
Name:
Title:
Date:
Customer Signature:
Name:
Title:
Date:
Customer Signature:
Name:
Title:
Date:



**Licensed Training Provider Agreement
Appendix A – Contact Information**

Customer Information

Customer: Palm Beach County Board of County Commissioners

**Customer Address: 2700 6th Avenue South
Lake Worth, FL 33461
US**

Customer Fax: _____

Organization ID: 10228PBCPARKS

Customer Contact: Laurie Schobelock

Customer Contact Email: lschobel@pbcgov.org

Customer Contact Phone: (561) 966-6629

Extension: _____

Billing Contact Name: Fawna Gallant

Billing Contact Phone: (561) 966-6630

Extension: _____

Billing Contact Email: fgallant@pbcgov.org

**Customer Billing Address : 2700 6th Avenue South
Lake Worth, FL 33461
US**

Red Cross Contact Information

Name: Patrick Beason

Phone: (954) 797-3833

Ext.: _____

Email:

patrick.beason@redcross.org

**Legal Notice to be delivered to your Red Cross Representative with a copy to The American National Red Cross,
Office of the General Counsel at 431 18th St NW, Washington, DC 20006.**



Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
AP-HSSAQU803	AP-Lifeguarding Instructor	10.00	\$35.00
HSSAQU402	Lifeguarding	50.00	\$35.00
HSSAQU808	Water Safety Instructor Course (AP)	20.00	\$35.00

*Note: Quantities are estimates. Additional classes can be added as needed. Please contact your Red Cross representative as listed on page 4 of the agreement.

Learn to Swim Facility Fee - per pool

Annual Volume of Enrollees	Facilities that offer Red Cross Lifeguarding	Facilities that do not offer Red Cross Lifeguarding	Completion Cards Included
Learn-to-Swim Facility Fee (required to teach Learn-to-Swim Program)			
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Returning Learn to Swim customers may register for Learn-to-Swim and pay Learn-to-Swim facility fee by going to <https://classes.redcross.org/instructor/authentication/login.html?feeOption=Facility-fee>.

New Learn-to-Swim customers can opt in to the Learn-to-Swim program by visiting www.redcross.org/LTSenroll.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Sales Representative or www.RedCrossStore.org.

Method of Payment

Preferred Payment type

Credit/Debit Card



Licensed Training Provider Agreement
Appendix C – Entities/Locations Covered by Agreement

Please provide information regarding any additional entities/locations covered by this Agreement, if applicable.

- ☒ All Domestic Locations (additional legal entity names must be listed)
- ☐ Entities/locations listed below

Affiliated Entity/Location Name and Contact Information	Relationship to Signatory Entity	Affiliated Entity Org ID
Example: Name: ABC Mid Atlantic Address: 2025 E ST NW Washington, DC 20006 Contact: Sally Safety Email: sally.safety@abc.com Phone: 800-555-1212	Regional Distribution Center	ABC1231542
Name: North County Aquatic Complex Address: 861 Toney Penna Drive, Jupiter FL 33458 Contact: Kamar Williams Email: kwilliams@pbcgov.org Phone: 561-745-0241	Relationship: Sub-Org	Organization ID: 10228NCAQC
Name: Lake Lytal Family Aquatic Center Address: 3645 Gun Club Road, West Palm Beach FL 33406 Contact: Olivia Dugan Email: odugan@pbcgov.org Phone: 561-233-1426	Relationship: Sub-Org	Organization ID: 10228LLFAC
Name: Santaluces Aquatic Complex Address: 6750 Lawrence Road, Lantana FL 33462 Contact: Jimmy Davis Email: jrdavis@pbcgov.org Phone: 561-966-6630	Relationship: Sub-Org	Organization ID: 10228SAQU
Name: Aqua Crest Pool Address: 2503 Seacrest Blvd, Delray Beach FL 33444 Contact: Alex Caliendo Email: acalidendo@pbcgov.org Phone: 561-278-7104	Relationship: Sub-Org	Organization ID: 10228AQCP
Name: Pioneer Park Aquatic Center Address: 866 SR 715	Relationship: Sub-Org	Organization ID: 10228PIONEER



Belle Glade FL 33430 Contact: Jimmy Davis Email: jrdavis@pbcgov.org Phone: 561-966-6630		
Name: Calypso Bay Waterpark Address:151 Lamstein Lane, Royal Palm Beach FL 33411 Contact: Diana Rodriguez Email: DSrodrig@pbcgov.org Phone: 561-790-6160	Relationship: Sub-Org	Organization ID: 10228CB
Name: Coconut Cove Waterpark Address: 20130 Regional Park Drive, Boca Raton FL 33498 Contact: Andrea Walsh Email: AWalsh@pbcgov.org Phone: 561- 629-8840	Relationship: Sub-Org	Organization ID: 10228CCWP

5. Jurisdiction(s) Where LTP Is Authorized to Offer Courses	
1. Palm Beach County	4.
2. Florida	5.
3. United States	6.

6. Red Cross Competitors with Whom LTP Is Affiliated (listed alphabetically and in no order of importance)	
<input type="checkbox"/> American Heart Association (AHA) <input type="checkbox"/> American Safety & Health Institute (ASHI) <input type="checkbox"/> Ellis and Associates <input type="checkbox"/> Emergency Care and Safety Institute (ECSI) <input type="checkbox"/> Health and Safety Institute (includes ASHI and Medic First Aid)	<input type="checkbox"/> National Aquatic Safety Company (NASCO) <input type="checkbox"/> National Safety Council <input type="checkbox"/> Starfish Aquatics Institute <input type="checkbox"/> SwimAmerica <input type="checkbox"/> Young Mens Christian Association (YMCA)