

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 4, 2019

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: Aquatic Examiner Agreement with the American National Red Cross ("Red Cross") to provide facility and staff audits at County facilities for the period of March 12, 2019, through December 20, 2021.

**Summary:** The Red Cross will provide the aquatic facilities a comprehensive, objective evaluation of its safety and lifeguarding operations, with specific recommendations for improvement. This includes unannounced on-site visits to evaluate on-the-job lifeguard performance, including surveillance and rescue skills. In addition, the Red Cross will provide 3 in-service trainings at the year round facilities. Countywide (AH)

**Background and Justification:** The Department operates 6 traditional swimming pools and two waterparks. These operations requires staff to hold valid Lifeguard, First Aid, CPR, AED, and Oxygen Administration certifications. The Red Cross will provide the aquatic facilities a comprehensive, objective evaluation of its safety and lifeguarding operations, with specific recommendations for improvement. This includes unannounced on-site visits to evaluate on-the-job lifeguard performance, including surveillance and rescue skills. In addition, the Red Cross will provide (3) in-service trainings at the year round facilities. In accordance with Chapter 2, Article III, Division 2, Part A, Section (f) of the County Code, the purchasing code shall not apply to agreements between the Board of County Commissioners and nonprofit organizations. The County has the right to terminate the Agreement for any reason upon thirty days written notice.

**Attachment:** American Red Cross Aquatic Examiner Agreement

Recommended by:   
Department Director

5-7-19  
Date

Approved by:   
Assistant County Administrator

5/22/19  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

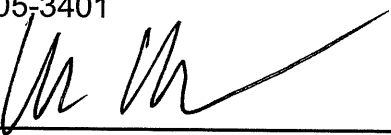
Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>4,100</u>	<u>4,100</u>	<u>4,100</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>4,100</b></u>	<u><b>4,100</b></u>	<u><b>4,100</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u><b>0</b></u>				

Is Item Included in Current Budget? Yes X No       
 Does this item include the use of federal funds? Yes      No X

Budget Account No.: Fund 0001 Department 580 Unit 5237-05  
 Revenue Source     /Object 3401 Program     


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

General Fund - 0001-580-5237-05-3401

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 5/16/19  
 OFMB RD 5/13 8/6/13 BR 5/13

 5/17/19  
 Contract Development & Control

**B. Legal Sufficiency:**

Anne Delmont 5.22.19  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

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



## Aquatic Examiner Service Agreement

This Agreement is made and entered into on, <sup>WMO</sup> ~~12/21/2018~~ by and between the National Headquarters of the American National Red Cross ("Red Cross"), having its principal address at 18th St. NW, Washington, DC 20006 and Palm Beach County by and through its Board of County Commissioners ("Facility"), with its principal address at 2700 6 Avenue South, Lake Worth, FL 33461.

### RED CROSS AGREES TO:

Provide to the Facility one or more parts of the American Red Cross Aquatic Examiner Service as described below (by initials of an authorized Facility representative in the spaces provided). For the purpose of this Agreement, the Aquatic Examiner Service shall mean the Red Cross service as defined fully in *Aquatic Examiner Service Client Get Started Guide*, published in 2014, and as amended from time to time, a copy of which has been provided concurrently with this Agreement and the provisions of which are incorporated herein by reference (*Aquatic Examiner Service Client Get Started Guide*). See Appendix A for the schedule of services to be provided. Both parties agree to be bound by the additional terms and conditions in Exhibit A, which are attached hereto and incorporated herein by reference.

#### A. Annual Lifeguarding Operations Assessment (Select One):

- **In-person** ( ) - Red Cross Aquatic Examiner Service personnel will tour the aquatic Facility and review the presence of policies, procedures and protocols, emergency action plans and lifeguarding safety and rescue equipment, as described in the *Aquatic Examiner Service Client Get Started Guide*. The Red Cross will provide a written report identifying the results of the lifeguarding operations assessment and suggestions for improvement.
- **Self-Guided (N/A)** - With the self-assessment option, a representative from the Facility fills out a detailed questionnaire and returns it to the Aquatic Examiner Service personnel. A follow-up call is then scheduled to answer any questions or clarify any information from the questionnaire. The Aquatic Examiner Service personnel will then generate a comprehensive report based on the information submitted by the Facility. This report contains recommendations based on the American Red Cross Lifeguarding Program benchmarks and is shared and reviewed with the Facility prior to their first visit.

#### B. On-site Lifeguard Observations and Evaluations:

( ) - The Red Cross will administer unannounced on-site evaluations to specifically review the activities identified in the *On-Site Lifeguard Observation and Evaluation Checklist*. A copy of this checklist has been provided concurrently with this Agreement and the provisions of which are incorporated herein by reference.

#### C. Add-on Services

- **In-Service Training(s)** ( ) - In-service training topics will be discussed with Facility leadership prior to training and are conducted in an hourly format but can be adjusted for longer periods. In-service trainings may be added by a Facility at any time during the agreement period and may be recommended by an Aquatic Examiner after a visit is completed.



- **Aquatic Emergency Action Plan Drill(s) (N/A)** - On a jointly selected date, Aquatic Examiner Service personnel, along with a member of the aquatic Facility supervisory staff, meet with the lifeguard and aquatic Facility support staff, and set up a drill scenario with the staff in their simulated work environment at a time when the Facility is closed. Once the simulated emergency is recognized, the Emergency Action Plan (EAP) is activated and the responders proceed as if it were a real situation. The drills are conducted as an in-service training session and are designed to practice simulated emergencies at the aquatic Facility, followed by a review with responders and support staff. The drill is reviewed immediately by Aquatic Examiner Service Personnel and coaching and practice are provided and drill participants have the opportunity to give feedback as well. A written report with recommendations is then generated and shared with the Facility.

#### I. THE FACILITY AGREES TO:

Comply with all facility Aquatic Examiner Service requirements as set forth in the *Aquatic Examiner Service Client Get Started Guide* including, but not limited to:

- A. Accepting responsibility for all activities associated with developing and implementing its own operational and emergency procedures.
- B. Maintaining on a current basis all applicable government permits or licenses to operate the Facility.
- C. Granting permission for Red Cross access to the Facility as necessary in order to conduct the annual lifeguarding operations assessment, on-site lifeguarding observations and evaluations, and lifeguard and support personnel training as applicable.
- D. Assuring that to the extent the Facility elected annual or preseason orientation and training, annual Red Cross training, in-service training, and/or Aquatic Emergency Action Plan Drills that the relevant Aquatic Examiner Service requirements as outlined in the *Aquatic Examiner Service Client Get Started Guide* are provided to Facility staff.

#### III. COMPENSATION

- A. The facility will provide compensation to the Red Cross for Aquatic Examiner Services in the amount of \$4,100.00 in year one, \$4,100.00 in year two, and \$4,100.00 in year three. Failure to pay will result in termination of this agreement.

The schedule of payment(s) will be invoiced as follows:

Billing will be done in installments issued after each visit.

#### IV. USE OF RED CROSS NAME AND EMBLEM

Subject to full compliance with the Aquatic Examiner Service, the Facility shall have the right to use the Red Cross name and emblem (consisting of a red Greek cross) solely to acknowledge that the Facility has participated in the Red Cross Aquatic Examiner Service. Such acknowledgment shall only take the form of: **Proud participant of the American Red Cross Aquatic Examiner Service.**



With the exception of the foregoing paragraph, the Facility acknowledges and agrees that nothing in this Agreement shall constitute a license or permission for the Facility to use the American Red Cross name or Red Cross emblem in connection with the Facility's business, facilities, employees or any Facility informational, marketing or advertising materials (whether in print, electronic or digital form).

**V. INDEPENDENT CONTRACTORS**

In performance of all duties and obligations under this Agreement, it is mutually understood and agreed that the Facility and the Red Cross are independent entities, are not related and are not to be considered the agent, servant, partner, employee or joint venture of the other party.

**VI. ASSIGNMENT**

This Agreement shall not be assigned or the services subcontracted by either party without the prior written consent of the other party.

**VII. CONFIDENTIALITY**

To the extent permitted by Florida Statute, Chapter 119, Red Cross and the Facility acknowledge and agree that if during the term of this Agreement confidential information (as identified by the party providing the information) is disclosed by one party to the other, each party shall hold all such confidential information in the strictest confidence and shall not voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such confidential information or any portion thereof without the express written consent of the other party or unless compelled by subpoena, court order or other lawful means.

**VIII. TERM**

Subject to sections IX and XII below, this Agreement shall be in effect (1) for seasonal facilities, from the date first written above to 12/20/2021, or (2) for year-round facilities, three years from the date first written above. This Agreement shall not be renewed without the written consent of the Parties.

**IX. CANCELLATION**

Either party may cancel this Agreement for any reason by providing 30 days advance written notice to the other party.

**X. INDEMNITY AND HOLD HARMLESS**

Intentionally omitted.

**XI. LIMITATION OF RED CROSS LIABILITY**

Each party understands and agrees that:

- A. The Aquatic Examiner Service and the Red Cross's obligations there under are based solely upon the Red Cross lifeguard training and evaluation activities in the *Aquatic Examiner Service Client Get Started Guide* as selected by the Facility and set forth in Section I of this Agreement. Accordingly, any review or suggestions



offered by the Red Cross, its employees or agents with respect to the Facility, any operations or procedures thereof, or the Facility's lifeguarding equipment shall not be construed as approval of, or certification with respect to, the safe design, operation or function of the Facility or its equipment by the Red Cross.

Participation by the Facility in the Aquatic Examiner Service does not guarantee that (i) the Facility will be accident free; (ii) the operations of the Facility are sufficient for safe operation, or (iii) the Facility is in compliance with any laws, codes or ordinances. The Red Cross is not responsible for the acts or omissions of the Facility, its agents, contractors or employees. The rights and obligations of the Red Cross under this Agreement to provide initial conference, lifeguard and support personnel training, or on-site lifeguarding evaluations as described in the Aquatic Examiner Service and selected by the Facility in Section I of this Agreement or review of any Facility lifeguarding equipment or physical aspect of the Facility shall not constitute an undertaking on behalf, or for the benefit, of the Facility or others.

- B. No supervisory activities will be performed by Red Cross. The Red Cross assumes no authority or obligation to make changes in Facility's operations or to have the Facility implement suggestions of the Red Cross. Suggestions made by the Red Cross to the Facility relate only to specific conditions and lifeguarding procedures observed by Red Cross while at the Facility's aquatic site (pool, lakefront, etc.) pursuant to the Aquatic Examiner Service. It is the Facility's sole responsibility to decide whether or not to follow suggestions made by the Red Cross, its agents or employees in the context of Aquatic Examiner Service.

## **XII. TERMINATION**

Failure to comply with the terms and conditions of this Agreement or the Aquatic Examiner Service may be interpreted as cause for immediate termination of this Agreement. Termination shall be effective upon written notice delivered to the other party.

## **XIII. LIMITATION OF WARRANTIES**

With respect to the Red Cross, the foregoing is in lieu of all other warranties of merchantability and fitness for a particular purpose or otherwise and for all liability for special, indirect or consequential damages, including lost income or profits, even if the Red Cross has been advised of the possibility of such damages.

## **XIV. ENTIRE AGREEMENT**

This Agreement and the additional terms and conditions attached hereto as Exhibit A constitute the entire agreement between the parties and supersedes all prior agreements, understandings and representations, both written and oral, between the parties with respect to the subject matter thereof. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both parties to be an amendment, addendum or waiver, as the case may be. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, agreement, or similar document), and each party hereby rejects all such additional or different terms and conditions.

In witness whereof, the parties have entered into this agreement as of the date first above written. By signing this agreement, the individuals indicate that he or she has the authority to sign this agreement.



Preparedness and Health and Safety Services

Organization Name:	<b>Palm Beach County by and through its Board of County Commissioners</b>	<b>American National Red Cross</b>
Authorized Facility Representative Signature:		Red Cross Signature:
Name:	Kathleen M. Scarlett	Name: Matt Haynes
Date:	3/12/19	Date: 12/21/2018

**Attachments:**

- *Additional Terms and Conditions*
- *Aquatic Examiner Service Client Get Started Guide*
- *On-Site Lifeguard Observations and Evaluations Report template*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY



## Aquatic Examiner Service Agreement Appendix A - Schedule of Services

This agreement applies to the facilities identified below:

Facility Name	Number of Lifeguard Operations Assessment(s)		Number of On-Site Observations & Evaluations	Number of In-Service Trainings	Number of Aquatic Emergency Action Plan Drills	Service Operational Dates
	Self-Guided	In-Person				
<p><i>*Explorer Package</i></p> <p><i>**One free 1-hour in-service to be offered at one facility of provider's choice after an ALOA visit.</i></p>						
<p><b>Aqua Crest</b> 2503 Seacrest Boulevard Delray Beach, FL 33444 561-278-7104</p> <p><b>Lake Lytal</b> 3645 Gun Club Road West Palm Beach, FL 33406 561-233-1426 [or 1427]</p> <p><b>North County</b> 861 Toney Penna Drive Jupiter, FL 33458 561-745-0241</p> <p><b>Pioneer Park</b> 866 S.R. 715 Belle Glade, FL 33430</p>		*1	*1	**1		





<p><b>561-993-3892</b></p> <p><b>Santaluces</b>  <b>6750 Lawrence Road</b>  <b>Lantana, FL 33462</b>  <b>561-641-9301</b></p> <p><b>Calypso Bay Waterpark</b>  <b>Seminole Palms Park</b>  <b>151 Lamstein Lane</b>  <b>Royal Palm Beach, FL 33411</b>  <b>561-790-6160</b></p> <p><b>Coconut Cove Waterpark</b>  <b>Burt Aaronson South County</b>  <b>Regional Park</b>  <b>Building address:</b>  <b>20130 Regional Park Drive</b>  <b>Boca Raton, FL 33498</b></p>								
<p><b>Total # of Service Components</b></p>	<p><b>45</b></p>							

**EXHIBIT A  
ADDITIONAL TERMS AND CONDITIONS**

**ARTICLE 1 - TERMINATION**

This Agreement may be terminated by the Red Cross upon ninety (90) days prior written notice to the County's representative in the event of substantial failure by the County to perform in accordance with the terms of this Agreement through no fault of the Red Cross. It may also be terminated by, either party, with or without cause upon thirty (30) days prior written notice to the other party. Unless the Red Cross is in breach of this Agreement, the Red Cross shall be paid for services rendered through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Red Cross shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the County.
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 2 - FEDERAL AND STATE TAX**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Red Cross. The Red Cross shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Red Cross authorized to use the County's Tax Exemption Number in securing such materials.

The Red Cross shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**ARTICLE 3 - AVAILABILITY OF FUNDS**

The County's performance and obligation to pay under this Agreement is contingent upon annual appropriations for its purpose by the Board of County Commissioners. The County will notify the Red Cross without delay if, at any time during the term of this Agreement, appropriations sufficient to cover the County's aggregate payment obligations under this Agreement are no longer available. Upon receipt of such notice, or if, for other reasons, the Red Cross reasonably believes that the current or imminent availability of sufficient appropriations is in doubt, the Red Cross may terminate this Agreement immediately upon written notice to the County.

**ARTICLE 4 – INSURANCE**

Without waiving the right to sovereign immunity as provided by Florida Statute 768 .28, the County is a self-insured governmental entity subject to the limitations of Florida Statute 768.28 as amended. Nothing herein is intended to serve as a waiver of sovereign immunity. County shall provide evidence of self-insurance to Red Cross upon request.

The County reserves the right, but not the obligation, to purchase separate liability insurance on behalf of the Red Cross.

The requirements contained herein are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Red Cross under this Agreement.

#### ARTICLE 5 - SUCCESSORS AND ASSIGNS

The County and the Red Cross each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; however neither the County nor the Red Cross shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other, except that Red Cross may assign its right to receive payment. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the County. Nothing in this Agreement shall be construed as giving any rights or benefits hereunder to anyone other than the County and the Red Cross.

#### ARTICLE 6 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in Palm Beach County. 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 or 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. 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 citizens, subcontractors, or employees of the County and/or the Red Cross.

#### ARTICLE 7 - CONFLICT OF INTEREST

The Red Cross represents that it presently has no known interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Red Cross further represents that no person having any such conflict of interest shall be employed, contracted or appointed for said performance of services. The Red Cross shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Red Cross's

judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Red Cross may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Red Cross. The County agrees to notify the Red Cross of its opinion by certified mail within thirty (30) days of receipt of notification by the Red Cross. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Red Cross, the County shall so state in the notification and the Red Cross shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Red Cross under the terms of this Agreement.

#### ARTICLE 8 - ARREARS

The Red Cross shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Red Cross further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### ARTICLE 9 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Red Cross shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

To the extent permitted by law, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense, will be kept confidential by the Red Cross and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order or otherwise required by law. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

The County and the Red Cross shall comply with the applicable provisions of Chapter 119, Florida Statute (Public Records Law) and any other applicable laws relating to the services being provided under this Agreement.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall, to the extent permitted by law, be subject to disclosure, inspection and audit, pursuant to the Office of Inspector General, Palm Beach County, Florida Ordinance, Palm Beach County Code, Sections 2-421 - 2-440, as may be amended from time to time.

#### ARTICLE 10 -PERSONNEL

The Red Cross represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Red Cross or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. No subcontractors shall be used to perform any services under this Agreement unless specifically authorized herein and with the prior approval of the County.

The Red Cross warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the Red Cross's personnel (and all subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

#### ARTICLE 11 - ACCESS AND AUDITS

The Red Cross shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Red Cross's place of business.

#### ARTICLE 12 - NONDISCRIMINATION

The Red Cross warrants and represents that all of its employees are treated equally during employment without regard to race, sex, sexual orientation, gender identity or expression, genetic information, color, religion, disability, age, marital status, familial status, national origin, or ancestry; and that no person shall, based on any of these grounds, be excluded from the benefits of, or be subjected to any form of discrimination under, any activity carried out by the performance of this Agreement.

#### ARTICLE 13 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own attorney's fees and costs.

#### ARTICLE 14 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### ARTICLE 15 - PUBLIC ENTITY CRIMES

As provided in Florida Statute 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Red Cross certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133(3)(a).

#### ARTICLE 16 – PALM BEACH COUNTY OFFICE OF 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 the Red Cross, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statute, in the same manner as a second degree misdemeanor.

#### ARTICLE 17 - MODIFICATIONS OF WORK

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto, with the consent of the Red Cross. Upon receipt by the Red Cross of the County's notification of a contemplated change, the Red Cross shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall affect the Red Cross's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Red Cross shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall initiate an Agreement amendment and the Red Cross shall not commence work on any such change until such written amendment

is signed by the Red Cross and approved and executed by the Board of County Commissioners for Palm Beach County.

#### ARTICLE 18 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County's representative shall be mailed to:

Aquatics Director  
Palm Beach County Parks and  
Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the Red Cross shall be mailed to:

Office of General Counsel  
American Red Cross National Headquarters  
431 18th St. NW  
Washington, DC 20006

#### ARTICLE 19 - CONTINGENT FEES

The Red Cross warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Red Cross to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Red Cross, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### ARTICLE 20 - CRIMINAL HISTORY RECORDS CHECK

If Red Cross's is required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the Red Cross shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The Red Cross acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Red Cross shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

#### ARTICLE 21 - REGULATIONS; LICENSING REQUIREMENTS

The 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 services offered.

#### ARTICLE 22 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Red Cross certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by Red Cross, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

#### ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

The RED CROSS shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the RED CROSS's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the RED CROSS: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the RED CROSS shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The RED CROSS is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The RED CROSS further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the RED CROSS does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the RED CROSS shall transfer, at no cost to the COUNTY, all public records in possession of the RED CROSS unless notified by



COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the RED CROSS transfers all public records to the COUNTY upon completion of the Contract, the RED CROSS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the RED CROSS keeps and maintains public records upon completion of the Contract, the RED CROSS shall meet all applicable requirements for retaining public records. All records stored electronically by the RED CROSS must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

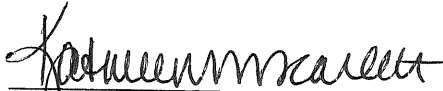
RED CROSS acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the RED CROSS to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**IF THE RED CROSS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RED CROSS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**[Remainder of page left blank intentionally]**


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and RED CROSS has hereunto set its hand the day and year above written.

PALM BEACH COUNTY FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

By:   
Kathleen M. Scarlett, Director

WITNESSES:

RED CROSS

  
Signature

James Davis

Name (type or print)

WITNESSES:

  
Signature

Laurie C. Schobelock

Name (type or print)

THE AMERICAN NATIONAL RED CROSS  
Company Name

BY: <sup>DocuSigned by:</sup> Matt Haynes  
Signature

Matt Haynes

Typed name


Aquatic Product Manager

Title

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Anne Helgant  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Eric Call, Director  
Parks and Recreation Department



# **Aquatic Examiner Service**

## **Client Get Started Guide**

Revised January 30, 2018

This Aquatic Examiner Service Client Get Started Guide is an extension of the American Red Cross Lifeguarding program. Visit [redcross.org](http://redcross.org) to learn more about the Lifeguarding program.

The emergency care procedures outlined in this program reflect the standard of knowledge and accepted emergency practices in the United States at the time the program materials were published. It is the reader's responsibility to stay informed of changes in emergency care procedures.

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# Table of Contents

- Introduction..... 1
- The Aquatic Examiner Service .....3
- Aquatic Examiner Service Parameters .....4
- Participation in the Service .....4
- Client Responsibilities .....5
- Zone Testing .....7
- Service Components .....9
  - Annual Lifeguarding Operations Assessment .....9
  - On-Site Lifeguard Observations and Evaluations .....11
  - On-Site Lifeguard Observations and Evaluations Report ..... 12
  - Online Resources ..... 13
- Aquatic Facility Documentation ..... 14
- Delivery Policies.....14
- Lifeguard Rescue Reporting Survey.....17

## INTRODUCTION

An essential part of the American Red Cross mission is to help people prevent, prepare for, and respond to emergencies. Commodore Wilbert E. Longfellow brought this philosophy to aquatics in 1914 when he started the American Red Cross Life Saving Corps. This program was the first of its kind and contributed to a dramatic reduction in the number of lives lost as a result of drowning. The success of this program was achieved, in part, because of the quality of training and the unique accessibility of American Red Cross chapters, which monitored the testing of trainees through an examiner.

Since 1914, the Red Cross has continued to expand on Commodore Longfellow's early innovations. Today's American Red Cross Lifeguarding program consists of courses that thoroughly train individuals to meet the mission of the Red Cross.

These include the following:

- Junior Lifeguarding
- Lifeguarding (results in Lifeguarding/First Aid/CPR/AED certification)
- Shallow Water Lifeguarding (results in Shallow Water Lifeguarding/First Aid/CPR/AED certification)
- Aquatic Attraction Lifeguarding ≤3 feet deep (results in Aquatic Attraction Lifeguarding/First Aid/CPR/AED ≤3 feet deep certification)
- Waterfront Skills module
- Waterpark Skills module
- CPR/AED for Professional Rescuers (CPRO)
- Lifeguard Management
- Bloodborne Pathogens Training: Preventing Disease Transmission
- Administering Emergency Oxygen
- Asthma Inhaler Training
- Anaphylaxis/Epinephrine Auto-Injector Training

Lifeguards, Shallow Water Lifeguards and Aquatic Attraction Lifeguards are trained in CPR/AED for Professional Rescuers (CPRO). Non-lifeguard support staff such as front desk, concessions and maintenance personnel are encouraged to participate in CPRO training. CPRO training can train and empower support staff to respond to breathing and cardiac emergencies in adults, children and infants with lifeguards or on their own. Training support staff in CPRO can help transform and empower the entire facility team into members of the safety team.

The Emergency Medical Response course provides an opportunity for a higher level of first aid training for lifeguards. Although not formally a part of the Lifeguarding program, aquatic facilities are encouraged to provide Emergency Medical Response training as continuing education for their lifeguard team.

The American Red Cross Aquatic Examiner Service (AES) is an extension of the Red Cross Lifeguarding program. It is based on the training and expertise provided to lifeguards through Red Cross courses and modules. The AES program is designed to be integrated into current aquatic facility management practices to assist aquatic facilities achieve a professional lifeguarding operation.

## **THE AQUATIC EXAMINER SERVICE**

The Aquatic Examiner Service enhances the American Red Cross Lifeguarding program by providing guidance to aquatic facilities through evaluating and helping to improve their lifeguard's performance and the safety of the facility. The service does not eliminate the need for in-service training and additional quality assurance efforts of the facility but rather enhances it.

Through this service, the Red Cross offers suggestions to improve the facility's lifeguarding operation as needed. However, compliance is the sole responsibility of the facility.

The Aquatic Examiner Service consists of the following components:

- An annual lifeguarding operations assessment and report
- On-site lifeguard observations and evaluations

The customer may also choose to participate in the additional Aquatic Examiner Service options. Options include:

- In-service training sessions for:
  - Lifeguards
  - Lifeguarding instructors and/or instructor trainers
  - Support staff
- Aquatic emergency action plan drills

Aquatic facilities should benefit by participating in the AES with the American Red Cross because:

- The AES provides facilities with an objective and formal evaluation of lifeguards performing patron surveillance.
- The AES helps facilities build lifeguard accountability and attention to safety, professionalism, and pride.
- The AES helps reinforce and strengthen lifeguards' emergency response skills.
- Results help facility management develop goals to improve operations and training.
- Participation demonstrates a commitment and priority to aquatic safety by the organization to the staff and the community.



## **AQUATIC EXAMINER SERVICE PARAMETERS**

The AES has unique characteristics that differ from traditional Red Cross training programs. Representatives of the Red Cross will not:

- Assume any direct supervision of an aquatic facility or its lifeguards.
- Act in any formal consulting role, such as recommending specific brands, makes, or models of equipment or developing facility-specific policies and procedures.
- Provide legal or insurance coverage/premium reduction interpretations or advice.
- Provide services beyond the scope of the AES.

The American Red Cross does not perform safety inspections of aquatic facilities. That function is solely the responsibility of the aquatic facility staff, the facility's insurance carrier, or another qualified source.

Participation in the AES program does not guarantee that the aquatic facility will be free of accidents, that operations of the aquatic facility are adequate for safe operation, or that the aquatic facility is in compliance with state and local ordinances or regulations.

## **PARTICIPATION IN THE SERVICE**

For an aquatic facility to participate in the Aquatic Examiner Service, representatives of the aquatic facility (the client) and Red Cross Preparedness and Health Safety staff must come to agreement on the services to be provided by the Red Cross and sign the Aquatic Examiner Service Agreement. The Agreement must be signed by authorized representatives of both parties before any services related to the Aquatic Examiner Service can be provided by the Red Cross.

The client and the Red Cross must confirm how the Aquatic Examiners access the aquatic facility undetected for the unannounced site visits. It is important that aquatic facility management inform all staff members, including support personnel, of the aquatic facility's participation in the Aquatic Examiner Service and what to expect during the on-site visits. It is also important that the aquatic facility staff does not know the dates and times for the onsite visits and are not informed while the observation portion of the visits are taking place.

## **CLIENT RESPONSIBILITIES**

In order to participate in the service, the facility must ensure all lifeguarding staff (lifeguards, head lifeguards, lifeguard supervisors):

- Participate in documented annual pre-season orientation and training to include a comprehensive review of Lifeguarding, CPR/AED, and First Aid skills. Documentation will be reviewed during the annual lifeguarding operations assessment or first facility visit.
- Participate in regular and frequent in-service training.
- Be knowledgeable of the facility's participation in the Aquatic Examiner Service and aware that they may be observed, evaluated and recorded while on the job.

Additionally, the facility must:

- Conduct live recognition drills on a regular basis throughout the season. Lifeguards should be able to recognize and get to a victim in their zone within 30 seconds for the drill to be considered successful. See below for more information. (Also in Chapter 3 – Pages 73 and 74 of the Lifeguarding Manual). During the unannounced site visits, the Aquatic Examiner will observe the facility representative conducting an unannounced recognition drill during operating hours.
  - Conduct lifeguard station response time tests during the pre-season and as needed. See below (Chapter 3 – Pages 73 and 74 of the Lifeguarding Manual) for additional information. (Also in Chapter 3 – Pages 73 and 74 of the Lifeguarding Manual) During the unannounced site visits, the Aquatic Examiner will verify the tracking system and zone testing used at the facility. Clients are responsible to analyze the results and make adjustments as needed to achieve stronger operations.
- Ensure a minimum of one member of the lifeguard supervisory staff is certified in the American Red Cross Lifeguard Management course.
- Provide adequate equipment available on site, without interrupting operations, for use during the lifeguard skills evaluations. This includes:
  1. One rescue tube per lifeguard being evaluated.
  2. Backboard with straps and head immobilizer device.
  3. Resuscitation masks (adult and pediatric masks or a combination mask) and gloves – one for each lifeguard being evaluated.
  4. Supplemental resuscitation equipment as utilized at the facility – bag-valve-mask resuscitator (BVM) in various sizes of adult, child and infant.
  5. One adult and one infant manikin.
  6. One AED Training Unit.
- Provide lifeguards or certified safety team members for lifeguard skills evaluations

without interrupting operations. See policies section of this document for detailed information.

- Provide access to the facility for Aquatic Examiners to enter each facility location undetected by aquatic facility staff. It is recommended that organizations provide facility passes when possible.
- Designate a staff member that will accompany the Aquatic Examiner as needed during the live drills, skills evaluations and facility quick check portions of the on-site visits.
- Maintain timely and accurate records for all Red Cross courses taught and in-service trainings conducted.

Supervisors of lifeguards should have a thorough understanding of the skills and techniques that lifeguards need to keep patrons safe, through injury prevention strategies and by demonstrated ability to respond effectively to emergencies. The skills evaluated during on-site lifeguarding observations and evaluations are skills taught in the Lifeguarding course. To develop an understanding of the skills and techniques lifeguards use and on which they are evaluated in the Aquatic Examiner Service, it is recommended that lifeguard supervisors and aquatic facility managers have copies of and review the *American Red Cross Lifeguarding* manual.

It is also recommended that aquatic facility managers, lifeguard supervisors and head lifeguards participate in the Lifeguard Management course and have access to the digitally downloadable resources associated with the course. The Lifeguard Management course and resources are useful tools that provide information on how to effectively manage lifeguards and to create an environment that keeps patrons and lifeguards safe. It covers how to select and train lifeguards, effective team building, principles of injury prevention, how to minimize risks, and emergency response planning.

## **ZONE TESTING**

Lifeguard zones should be set up for success—the lifeguard must be able to clearly see all parts of the zone as well as quickly respond in an emergency. Several factors influence the ability of the lifeguard to see: obstacles (backstroke flags or bulkheads), blind spots (glare or features), size and shape of the zone, type of station (elevated or ground-level), depth of the water, and shape of the pool or aquatic areas. These factors may also influence the amount of time it might take lifeguards to perform a water rescue, extricate and begin lifesaving care at each station. In addition, a lifeguard's ability to provide care can be affected by the availability and location of trained assisting responders and rescue equipment (backboards, masks and gloves). Managers should use various tools to help identify the effectiveness of their zones and make any modifications as necessary. Lifeguards should expect to participate in a variety of drills to help improve performance.

### **ASK Drills**

It is important to know what lifeguards can and cannot see from each station. One method to help accomplish this is to simply ask them in what is referred to as an "ask" drill. To conduct an ask drill, facility management should:

1. Place an object, such as a manikin or silhouette, or a "live" victim in various locations, including the surface and the bottom.
2. Ask the lifeguard if they can see the object.
3. Have the lifeguard determine if the object is something that would cause them to respond.

Each zone should be tested at different times of day and for different activities or conditions. For example, conduct an ask drill during a kayak rental in a pool and again in that same zone during lap swim.

### **Live Recognition Drills**

The size and shape of each zone should allow the lifeguard to see all areas of the zone, from the bottom through to the surface. The size and shape should also allow the lifeguard to be able to recognize a victim and reach the extremes of each zone—furthest and deepest—in 30 seconds. Facilities should conduct regular live action recognition drills during operations as a method to help identify the effectiveness of surveillance. It is as important to evaluate surveillance as it is to evaluate skills. This helps the lifeguard and the management to evaluate how they are doing with surveillance and to identify challenges, performance issues or areas that need further training. To conduct a live recognition drill, facility management should:

1. Conduct a surprise "victim" drop. The lifeguard should not be aware of the introduction of a victim into their zone. Suitable victims include a mixture of real people and manikins or silhouettes.
2. Observe and evaluate. The supervisor observes the drill and records the length of time for the lifeguard to recognize and reach the "victim." The supervisor should consider factors that influenced the outcome and make modifications to the zone or provide in-service training to any staff member who was unable to meet the timeline of 30 seconds.

## **Lifeguard Station Response Time Testing**

When testing the lifeguard station response times, clients are testing the response time from “whistle to ventilation” for each lifeguard station and from within a few areas of that zone: the furthest part of the zone and the deepest part of that zone at minimum. The testing is not “live action” but rather typically done outside of operational hours. It is important to get the results without the “interference” of operational hours.

To conduct the lifeguard station response time testing, facility managers should:

1. Place the lifeguard at the station and the support staff where they would normally be positioned. Place the “victim” in the pre-arranged location (for example, a submerged victim in the furthest corner of the zone).
2. Have the lifeguard activate the EAP and time the response. Start timing at the whistle blasé/EAP signal and stop when the victim has been extricated from the water and two ventilations have been given.
  - Each station test should not exceed 1.5 minutes from any location within that zone. Factor in an average recognition time of no more than 30 seconds and add it to the response time for a total that should not exceed 2 minutes.
  - If the response time exceeds 2 minutes, adjustments should be made, and the test should be performed again. Repeat until the desired times are achieved.
  - Adjustments might include:
    - i. Moving the lifeguard station
    - ii. Adjusting the zone coverage, such as splitting the zone.
    - iii. Adjusting the placement of emergency equipment or emergency back-up personnel.

# **SERVICE COMPONENTS**

## **ANNUAL LIFEGUARDING OPERATIONS ASSESSMENT**

### **In Person Assessment**

Clients who selected the in-person assessment option will meet with an Aquatic Examiner to tour the aquatic facility. This assessment may be conducted while the aquatic facility is open for operations or just before the facility opens for the season. The aquatic facility representative's knowledge and input is vital to ensure that the Examiner obtains accurate information when assessing the aquatic facility's lifeguarding operations. Activities conducted during the tour include:

- Reviewing a schematic of the aquatic facility layout, including fixed structures and placement of rescue equipment and supplies.
- Discussing and listing the types of aquatic activities and the level of use.
- Discussing lifeguard zones and rotation plans.
- Checking water clarity.
- Checking that required rescue and safety equipment and supplies needed by lifeguards are accessible and appear to be in good/normal working condition.
- Checking that the facility's emergency communication system is working and readily accessible.
- Verifying that current certifications are on file for lifeguards and support staff. A system that tracks certificate validity must be in place.
- Verifying lifeguard training requirements, and records.
- Verifying that written aquatic facility policies and procedures exist and are available to staff.
- Verifying the existence of lifeguard zone testing.
- Verifying that lifeguard station rotation plans are posted.
- Verifying that facility-specific emergency action plans exist and are posted.
- Verifying that other appropriate lifeguarding records and reports are being maintained, such as daily logs and incident reports.

After the assessment, the customer will receive a comprehensive written report that outlines the results and provides suggestions for improving lifeguarding operations. The recommendations are based on benchmarks in the American Red Cross Lifeguarding program. Compliance with suggestions made by the Red Cross is solely the responsibility of the facility management.

### **Self-Guided Assessment**

With the self-assessment option, a representative from the facility fills out a detailed questionnaire and returns it to the Red Cross. A follow up call is then scheduled to answer any questions or clarify any information from the questionnaire. A

comprehensive report based on the information submitted by the facility is generated. This report contains recommendations based on the American Red Cross Lifeguarding Program benchmarks and is shared and reviewed with the facility prior to their first visit.

## **ON-SITE LIFEGUARD OBSERVATIONS AND EVALUATIONS**

Aquatic examiners conduct a pre-arranged number of unannounced visits each season to evaluate the performance of lifeguards and lifeguarding operations. The number of visits is stated in the agreement. The knowledge and skills evaluated during on-site evaluations are based on the American Red Cross Lifeguarding Program. The on-site lifeguarding observations and evaluations include:

- Observation of overall lifeguarding operations, including lifeguards performing patron surveillance.
- Video of up to 6 individual lifeguards performing surveillance
- Observation of 1 live recognition drill.
- Up to 3 Skills evaluations of selected lifeguards or safety team members performing in team rescue scenarios
- A check of the aquatic facility related to lifeguarding operations that includes:
  - Checking for the presence of rescue and safety equipment and supplies relevant to the lifeguarding operation.
  - Checking the facility for the appropriate documents, such as certifications, emergency action plans and lifeguard zones of surveillance, including documentation of lifeguard response time testing.

The aquatic facility management must maintain, in an organized fashion, the facility documentation as listed on the On-Site Lifeguard Observations and Evaluations Report. This helps whoever is on duty readily access the information needed for aquatic examiners to complete evaluations. These documents are also listed on page 14 of this guide.

During the on-site visit, it is the facility management's responsibility to coordinate and conduct the live recognition drill and make available various areas of the aquatic facility to conduct skills evaluations as needed. Facility management may also be asked to provide a staff member to serve as a victim as well as provide rescue equipment for use during the evaluations.

How do the live recognition drills work during the unannounced visits?

- Upon completion of the undercover observations of the lifeguards, the examiner will contact the facility representative to initiate the drill.
- The facility representative then conducts a live recognition drill as a part of the AES on-site visit. The lifeguard staff should not be aware of the introduction of a "victim" into their zone.
  - Drills should be a mixture of live simulated victims and submerged manikins to allow for both surface, middle and bottom recognition.
  - Suitable "victims" include real people or manikins or silhouettes.



- The AES Examiner observes the drill. Lifeguards must recognize and reach the “victim” in 30 seconds. The drill receives a fail score if the time exceeds 30 seconds.
- Clients are expected to provide in-service training to any staff member receiving a failing score.

## ON-SITE LIFEGUARD OBSERVATION AND EVALUATIONS REPORT

When the on-site lifeguard observations and evaluations are complete, a report will be submitted to the facility management. This report reflects the observations of aquatic examiners during the on-site evaluation. The on-site lifeguarding observations and evaluations results are reviewed, and each activity will receive a rating from the Aquatic Examiner.

- A “**satisfactory**” rating indicates that the item is consistent with the information found in the American Red Cross Lifeguarding Program. However, there may still be some suggestions for continued improvements.
- An “**unsatisfactory**” rating indicates that the item is not consistent with the information found in the American Red Cross Lifeguarding Program. The aquatic examiner will provide a brief, concise statement with rationale for the rating if an unsatisfactory rating is assigned to any item on the On-Site Evaluation Report. In addition, the Lifeguard Skills Evaluation Summary on the On-Site Evaluation Report includes a rating of “pass,” “pass with remediation” or “fail” for each lifeguard evaluated.
- A “**pass**” rating indicates that during the skills evaluation, the lifeguard successfully completed the skills on which he or she was evaluated. A “pass” rating for the live recognition drill indicates the lifeguard successfully recognized and reached the victim within 30 seconds.
- A “**pass with remediation**” rating means that during the skills evaluation, the lifeguard, or lifeguard team, was unable to successfully complete one or more of the skills on which he or she was evaluated on the first attempt. The aquatic examiner reviewed the skills and knowledge required to successfully complete the evaluation with the lifeguard(s), and then he or she was re-evaluated. The lifeguard successfully completed the skills evaluation on the second attempt.
- A “**fail**” rating indicates that during the skills evaluation, the lifeguard or lifeguard team did not successfully complete one or more of the skills on which he or she was evaluated even after remediation.

The aquatic examiner will provide a brief, concise statement with rationale for the rating if a “fail” rating is assigned to any skill in the scenario. If a lifeguard receives a “fail” rating, it is strongly recommended that the aquatic facility management provide additional training, support, and guidance to the lifeguard(s). It is the responsibility of the aquatic facility management to determine if the lifeguard should continue patron surveillance duties until additional training, support, and guidance

occur. If a lifeguard receives a “fail” rating in any skill of any scenario, he or she receives an overall “fail” rating. If the scenario receives a fail rating, each lifeguard on the team receives a fail rating. It is possible for the team scenario to pass but for one of the individual lifeguards to fail.

All video recordings of the On-site Lifeguard Observations and Evaluations are submitted to the aquatic facility representative. These recordings provide an objective view of the performance of the lifeguards at that time. The recordings allow an opportunity for aquatic facility managers and lifeguards to view performance directly. The Red Cross does not keep any copies of these recordings.

## ONLINE RESOURCES

All Red Cross instructors should be sure that current contact information, including an email address, is maintained at both the Instructor's Corner and Learning Center to receive important notices and information from the Red Cross.

- **Instructor's Corner**—[instructorcorner.org](http://instructorcorner.org)—is a site that provides instructors with important information necessary to teach Red Cross courses and stay up to date on the latest information, program updates, and additional important communication with instructors.
- **Red Cross Store**—[redcrossstore.org](http://redcrossstore.org) includes rescue and safety products, including aquatic products, such as lifeguard hip packs, lifeguard whistles, resuscitation masks, rescue tubes, AED training devices and much more.
- **American Red Cross Learning Center**—[classes.redcross.org](http://classes.redcross.org)—is a learning management system that tracks all American Red Cross learning activity. Instructors can enroll in courses, record and submit Red Cross classes, print certificates and much more.
- **Red Cross Official Site**—[redcross.org](http://redcross.org)— is an informational site providing resources about all American Red Cross programs and provides the ability for visitors to sign up for training courses, search for careers, make donations, and get information about the organization as a whole.

## **AQUATIC FACILITY DOCUMENTATION**

The following list of administrative documentation will be verified during on-site lifeguard observations and evaluations. Please maintain these in an organized fashion with easy accessibility for verification on each site visit.

- Bloodborne pathogens exposure plan
- Safety Data Sheets (SDS)
- Certifications on file for lifeguards, supervisory staff and instructional staff
- Documentation of lifeguard station response time testing
- Documentation of live recognition drills
- Training records for orientation and annual training as well as in-service training
- Aquatic facility safety checklist
- Blank incident report forms
- Completed incident report forms maintained
- Blank daily logs
- Copy of local and/or health department codes for aquatic facilities
- Facility operational permit as required by law
- Facility policies and procedures manual including:
  - Standard operating procedures
  - Personnel policies and guidelines
  - Administrative policies and procedures

Documents posted on site:

- Emergency phone numbers
- Emergency action plans (facility-specific)
- Lifeguard rotation plan
- Lifeguard zones for all variations of staffing/activity levels
- Facility rules and regulations

### **Delivery Policies**

#### **Inclement weather policy**

The day to day operations of a facility can be impacted by the weather. Each facility has a unique response to weather that can influence unannounced visits.

If the lifeguard staff of the facility is present when a facility is impacted by weather, the examiner will check the weather status and determine if there is a chance the facility will

return to normal operation within 30 minutes. If the facility will remain closed, the examiner will conduct a skills evaluation on the lifeguards involving CPR/AED/First Aid followed by a one-hour in-service with the staff.

If the staff is not present, the examiner will give notice to the facility contact that they attempted to visit, and the facility was closed. If the examiner's schedule permits and the facility is capable of bringing staff in within a reasonable amount of time, the examiner will conduct a skills evaluation on the lifeguards followed by a one-hour in-service. If the facility is unable to provide lifeguards, the facility can choose a double skill evaluation during a future exam or schedule a makeup visit at a time that is convenient to all parties. If a separate visit is required, additional travel expense will be charged.

### **Aquatic Examiner Safety**

In the event that an examiner is unable to reach a facility for an ALOA or visit, due to unsafe weather conditions or a security risk, they will notify the facility as soon as they are able to do so, and the visit will be rescheduled at a later date.

If a facility should have an ongoing safety risk to the Aquatic Examiners, the American Red Cross may discontinue delivering the service and the contract may be cancelled in part or in full.

### **Surveillance Limitations During AES Visit**

The Aquatic Examiner will conduct up to 6 lifeguard observations unless otherwise outlined in the AES agreement. If during the date and time of the AES visit the facility has less than 6 lifeguards on surveillance duty, the Aquatic Examiner will capture as many lifeguards as possible that are on surveillance duty.

### **Skills Evaluations Limitations During AES Visit**

The Aquatic Examiner will conduct up to 3 skills evaluations including up to 6 staff members unless otherwise outlined in the AES agreement. If during the date and time of the AES visit the facility has less than 6 staff members available, the Aquatic Examiner will perform skills evaluations with the number of staff members that the facility is able to provide.

### **Performance**

Continued failure to achieve Red Cross benchmarks could result in termination of the AES agreement. This can include but is not limited to failing skills evaluations repeatedly and failing to show improvement in areas that were noted as being deficient.

### **Equipment**

Each facility must have the required equipment and supplies needed to conduct skills evaluations, such as CPR manikins (adult and infant) with lungs, rescue tubes, masks, etc. before the first visit. If the required equipment is not available by the first visit, the lifeguards will not be tested on the skills that require the missing equipment and the second visit will be postponed until the required materials are acquired. The required

equipment is listed in the “Client Responsibilities” section of the Client Get Started Guide.

**Unannounced Visits**

All facility visits will be unannounced unless specifically outlined in the AES agreement.

**Inquiries**

Inquiries about the results of a visit should be directed to the Aquatic Program Specialist assigned to the agreement.

**Facility Access**

Organizations must provide a means of access for examiners to gain unannounced entry to the facility at no additional cost to the Red Cross. In cases where admission fees are necessary to enter the facility, the facility should be prepared to provide a full refund for any admission fees paid.

## **LIFEGUARD RESCUE REPORTING SURVEY**

Training agencies, such as the American Red Cross, gain a great deal of useful information from reviewing aquatic facilities' rescue reports. Knowing the details about the emergencies to which lifeguards respond and the rescue methods that they use while on the job can help these agencies to determine what lifeguards and management need to know to be prepared and effective in an emergency.

The Department of Kinesiology at the University of North Carolina at Charlotte has partnered with the American Red Cross Scientific Advisory Council to develop a rescue reporting system used to gather information for this purpose. The ultimate goal is to help the Red Cross and others learn more about what actually takes place when lifeguards are called upon to respond to an emergency. This includes details, such as:

- Environmental conditions at the time of the rescue.
- How lifeguards identified the emergency.
- Type of equipment used.

All Aquatic Examiner Service clients are encouraged to submit rescue data using the Lifeguard Rescue Reporting survey. The information is gathered in a multiple-choice format and is completely anonymous. All emergencies, from a complex rescue to a simple reaching assist should be reported.

To access the survey, please visit:

[kinesiology.uncc.edu/student-resources/water-rescue-usa](http://kinesiology.uncc.edu/student-resources/water-rescue-usa)



# AQUATIC EXAMINER SERVICE On-Site Lifeguard Observation and Evaluation Report

## AQUATIC FACILITY INFORMATION

Name of facility	
Facility address	
Facility manager	
E-mail address	
Date of evaluation	

## OVERALL LIFEGUARDING OPERATIONS

Item	S	U	Observations
Lifeguards are easily identifiable/wearing the proper uniform	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate zone coverage of activities by lifeguards on surveillance duty	<input type="checkbox"/>	<input type="checkbox"/>	
Lifeguards maintain continuous surveillance	<input type="checkbox"/>	<input type="checkbox"/>	

Item	S	U	Observations
Lifeguards have necessary rescue and safety equipment	<input type="checkbox"/>	<input type="checkbox"/>	
Lifeguards communicate effectively	<input type="checkbox"/>	<input type="checkbox"/>	
Lifeguard rotation procedures followed	<input type="checkbox"/>	<input type="checkbox"/>	

S = Satisfactory  
U = Unsatisfactory



**OBSERVATION OF INDIVIDUAL LIFEGUARDS: ON-DUTY SURVEILLANCE**

Clip Number/Lifeguard Name: \_\_\_\_\_

Zone/Location: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Item	S	U	N/O
Maintains an active posture—sitting upright or leaning slightly forward or standing upright. Changes body position and posture periodically.			
Stays alert, attentive and focused on patron surveillance. Is not engaged in distracting behaviors, such as conversations, using mobile devices or eating.			
Uses tactics to deal with scanning challenges, such as monotony, fatigue, blind spots, glare or heavy patron loads.			
Scans zone continuously, scanning from point to point thoroughly, including the top, middle and bottom of the water.			
Equipped and ready for rescue—rescue tube strapped on, resuscitation mask and gloves on person.			
Communicates effectively (i.e., rule enforcement, as needed)			
Rotation procedures followed (if observed)			

S = Satisfactory, U = Unsatisfactory, NO = Not Observed

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Clip Number/Lifeguard Name: \_\_\_\_\_

Zone/Location: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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