

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 4, 2023

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: an executed Addendum to the Licensed Training Provider Agreement with the American National Red Cross (Red Cross) to allow the County to participate in the Red Cross Aquatic Centennial Initiative program for the period of January 26, 2023 through January 26, 2026.

Summary: The addendum allows the County to receive funding from the Red Cross to offset participant program fees for swimming lessons, lifeguard training, and water safety instructor programs as part of the Red Cross Aquatic Centennial Initiative program. In accordance with County PPM CW-O-051, all delegated agreements must be submitted by the initiating Department as a receive and file agenda item. This Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of Purchasing in accordance with section 2.53(d) of the Purchasing Code, and is now being submitted to the BCC to receive and file. Countywide (AH)

Background and Justification: The Parks and Recreation Department entered into a Licensed Training Provider Agreement with the American Red Cross on January 26, 2023, to provide Red Cross swimming lessons at the six (6) traditional swimming pools and two (2) waterparks, as well as Lifeguarding, First Aid, CPR, AED, and Oxygen Administration certifications for all Aquatics staff. Palm Beach County was identified by the Red Cross in 2014 as a target market for the Aquatic Centennial Initiative to reduce the number of drownings in America. This program is designed to promote awareness of and access to the Red Cross Water Safety education and training in identified communities where the drowning rate is above the national average.

Attachments: Addendum to Licensed Training Provider Agreement

Recommended by: 
Department Director

3/16/2023
Date

Approved by: 
Assistant County Administrator

3/27/2023
Date

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>(600)</u>	_____	_____	_____	_____
External Revenues	<u>(13,150)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(13,750)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

Budget Account No.: Fund 0001 Department 580 Unit various
 Revenue Source 4724 / Object 4909 Program _____

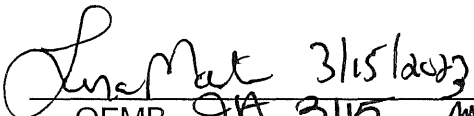
B. Recommended Sources of Funds/Summary of Fiscal Impact:

This Addendum reduces expenditures by \$600 for training and increases revenue due to additional swim lessons at various aquatic facilities.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 3/15/23
 OFMB GA 3115 ARF 3115

 3/21/23
 Contract Development & Control
706 3/21/23

B. Legal Sufficiency:

 3/27/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Addendum To Licensed Training Provider Agreement

This **Addendum To Licensed Training Provider Agreement** ("Addendum") is made by and between The American National Red Cross ("Red Cross") and the Licensed Training Provider listed in the signature block below ("LTP"), effective as of the last date of signature ("Effective Date"), is made a part of and subject to the terms of the Licensed Training Provider Agreement currently in effect between the Parties as of the date of this Addendum (the "Agreement") for the purpose of setting forth the terms and conditions under which LTP may participate in Red Cross's Centennial Campaign. Capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning assigned to them in the Agreement.

WHEREAS, LTP has been permitted to teach Red Cross Courses under the Agreement, and LTP would now like to participate in a program in connection with the American Red Cross's Centennial Campaign, which is designed to promote awareness of and access to the American Red Cross Water Safety education and training in identified communities by (1) teaching people to swim in identified communities where drowning rate is above national average, (2) motivating children and families to "come to the water" to become competent in the water and learn about water safety at a local facility, and (3) endeavoring to create a sustainable ecosystem of water safety to help make communities safer; and

WHEREAS, Red Cross wishes to engage LTP in the Centennial Campaign, and LTP wishes to engage in the Centennial Campaign, subject to the terms and conditions of this Addendum.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. In connection with the Centennial Campaign, LTP agrees that it will:
 - a. Expand its existing Learn-to-Swim program ("LTS") and Junior Lifeguarding offerings to reach additional program participants who are not otherwise receiving aquatics lessons ("Program Participants");
 - b. Expand its existing Water Safety Instructor and Lifeguarding training to offer the additional LTS and Junior Lifeguarding offerings;
 - c. Provide Program Participants opportunities to take LTS courses through Level 3;
 - d. Provide opportunities for parents of Program Participants to participate in Red Cross water safety and CPR/AED training courses;
 - e. Use reasonable, good faith efforts to participate in promotional and media opportunities to inform the local community of the goals of the Centennial Campaign, including the importance of swimming and water safety training; provided, that LTP will obtain Red Cross's prior consent to any promotional or media opportunities involving use of the Red Cross name or emblem pursuant to Section 4 of this Addendum and the Agreement;
 - f. Participate in, and provide information in support of, a research study to evaluate the effectiveness of the Centennial Campaign education and training;
 - g. Report the progress and results of the Centennial Campaign education and training courses to the Red



Cross in the manner and format reasonably requested by the Red Cross; and

- h. Provide accurate and timely supporting documentation of costs incurred in connection with the Centennial Campaign and reimbursed by Red Cross, including invoices when requested by the Red Cross. This provision will survive the expiration or earlier termination of this Addendum for one (1) year.

2. Red Cross agrees that it will:

- a. Assist in offsetting additional expenses for expanded programming as a result of LTP's participation in the Centennial Campaign. LTP's expenses that will be funded by the Red Cross for the first year of participation in the Centennial Campaign are listed on Exhibit B attached to this Addendum. The Parties will meet on at least an annual basis to mutually determine and agree upon the scope and amount of Centennial Campaign funding assistance, if any, to be provided by the Red Cross to LTP in subsequent years;
- b. Provide Red Cross printed and video training materials, as listed in Exhibit B, required to allow Program Participants to complete the Red Cross training contemplated under this Addendum;
- c. Provide promotional materials to inform the local community of the Centennial Campaign;
- d. Provide requirements, processes and mechanisms to report the process and results of the Centennial Campaign education and training courses; and
- e. Provide tools, resources and staff training required to implement the research study intended to evaluate the effectiveness of the Centennial Campaign education and training.

3. Term and Termination.

- a. Unless terminated consistent with this Section 3, the term of this Addendum shall begin on the Effective Date and shall continue thereafter for thirty-six (36) consecutive months.
- b. Either Party may terminate this Addendum, without cause, upon thirty (30) calendar days advance written notice to the other Party.
- c. Either Party may immediately terminate this Addendum upon the other Party's breach of its obligations under this Addendum.
- d. Termination of this Addendum will not automatically terminate the Agreement, but in the event the Agreement is terminated by either Party, and a Licensed Training Provider Agreement is not in force between LTP and Red Cross, this Addendum will automatically terminate.

4. Intellectual Property and Data Use.

a. Definitions:

- i. "Centennial Campaign Materials" will include all text, graphic and pictorial material provided or made available to LTP by Red Cross relating to or in connection with the Centennial Campaign, including without limitation, reports, the Centennial Campaign logo, web banners, creative and other materials, manuals, photographs and all other documents or materials.
- ii. "LTP Marks" means LTP's trademark and tradenames set forth on Exhibit A hereto and subject to any use guidelines contained in such Exhibit.

b. Centennial Campaign Materials.



**American
Red Cross**

**Training Services
Licensed Training Provider Agreement
Centennial Addendum**

- i. Subject to this Addendum, LTP grants Red Cross a fully paid-up, royalty-free, non-transferable, non-exclusive right and license to use and display the LTP Marks in the United States solely on and in conjunction with the Centennial Campaign Materials. Red Cross acknowledges that LTP is the sole owner of the LTP Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of LTP. Red Cross will use the LTP Marks in accordance with LTP's guidelines set forth on Exhibit A. Red Cross may use LTP's name to publicize its participation in the Centennial Campaign on Red Cross's website.
 - ii. Subject to this Addendum, the Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use Red Cross's branded Centennial Campaign Materials, without modification and in the file types and formats in which they are provided to LTP by Red Cross from time to time, for the limited purpose of accurately advertising and promoting the existence and objectives of the Centennial Campaign, the fact of LTP's participation in the Centennial Campaign, and events and the achievement of milestones relating to LTP's participation in the Centennial Campaign. LTP's use of the Centennial Campaign Materials is subject to the same restrictions and conditions that apply to LTP's use of the Red Cross's name and logo under the Agreement and the Policies.
 - iii. LTP will not use or allow the use of the Centennial Campaign Materials for any purpose other than the purpose set forth in subsection (ii) above without the prior written consent of the Red Cross. Immediately upon request, LTP will deliver to the Red Cross all Centennial Campaign Materials, and LTP will cease any use, and will not permit the use, of the Centennial Campaign Materials.
 - iv. The foregoing licenses shall terminate upon termination or expiration of this Addendum.
 - v. Except as expressly provided in this Addendum, no Party shall use the name, logo or marks of the other Party in any public statements (including any promotional or media opportunities) or in any other manner whatsoever, without obtaining such other Party's prior written consent for each use.
- c. Aquatics Centennial Data. To the extent allowed by law, LTP will hold in confidence, and will not disclose to any third party without the prior written consent of Red Cross, any data collected by LTP, or furnished by Red Cross to LTP, in connection with the Centennial Campaign (including non-public data regarding program offerings), or any other unpublished data or evaluative material provided to LTP by the Red Cross that relates to the Centennial Campaign. LTP hereby waives and will not assert any proprietary or intellectual property rights in data generated by LTP or Red Cross under this Addendum, nor shall it have the right to publish any such data without the prior written consent of Red Cross.
5. Miscellaneous.
- a. This Addendum constitutes the entire agreement between the Parties with respect to the subject matter of this Addendum, and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to such subject matter. Except to the extent modified by this Addendum, the Agreement remains in full force and effect. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control.
 - b. The Agreement shall continue to govern all aspects of LTP's conduct of American Red Cross Courses, including any Courses offered in connection with the Centennial Campaign.
 - c. The Parties are independent principals in all relationships and actions under and contemplated by this Addendum. This Agreement does not create a partnership or joint venture, and no Party has the authority



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**Training Services
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to bind the other Party.

- d. This Agreement is binding upon and inures to the benefit of the Parties here to and their successors and permitted assigns. Notwithstanding the foregoing, neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.
- e. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then, to the extent that such invalidity, illegality or unenforceability does not deprive either Party of any material benefit under this Addendum, such provision shall be deemed to be severed from this Addendum, and the remaining provisions will not be affected or impaired.



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**Training Services
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Centennial Addendum**

The Parties, acting through their respective duly authorized representative, have executed this Addendum to Licensed Training Provider Agreement, which shall come into force as of the Effective Date.

LTP Name: <u>PALM BEACH COUNTY</u>	The American National Red Cross
LTP Signature: <u><i>Melody Thelwell</i></u>	Red Cross Signature: <u><i>Patrick Beason</i></u> <small>DocuSigned by: -A17CAFF46076420...</small>
Name: Melody Thelwell	Name: Patrick Beason
Title: Purchasing Director	Title: Aquatic and Public Safety Specialist
Date: <u>1/26/23</u>	Date: 12/21/2022

**APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:**

County Attorney

<u><i>/s/ Anne Helfant</i></u>	<u>1/3/2023</u>
Signature	Date



**American
Red Cross**

**Training Services
Licensed Training Provider Agreement
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**EXHIBIT A
LTP MARKS**

Palm Beach County Parks and Recreation



**EXHIBIT B
LTP EXPENSES FUNDED BY RED CROSS FOR
PALM BEACH COUNTY PARKS AND RECREATION, FLORIDA
DEC 2022 – NOV 2023 (ANNUAL ESTIMATE)**

Course/Program	Number	Fees
Annual Learn to Swim Facility Fees 76 – 500 <ul style="list-style-type: none"> • Santaluces • Lake Lytal 	2	Fees waived - \$300 each
Water Safety Instructor/Basic Swim Instructor course	Up to 6 enrollees	AP fees waived - \$40 each
Lifeguarding course	Up to 6 enrollees	AP fees waived - \$41 each
Junior Lifeguarding course	Up to 10 enrollees	AP fees waived - \$15 each
Pediatric CPR/AED	Up to 50 enrollees	AP fees waived - \$24 OR Online only course fees waived - \$38 each
Parent water safety education/ General Water Safety (estimated 100; in- person or online) <ul style="list-style-type: none"> • Water Safety for Parents and Caregivers • Orientation to Swim Lessons for Parents and Caregivers 	Unlimited	AP fees - 0
Learn-to-Swim enrollees (special group lessons) - eligible courses: <ul style="list-style-type: none"> • Parent and Child Aquatics • Preschool Aquatics • LTS Levels 1 - 3 • Adult Swim: Learning the Basics • Adult Swim: Improving Skills and Swimming Strokes 	Up to 400 enrollees	\$215.00 WSI staff fee per class, “Not to exceed \$5,000 annually” (\$31.00 per hour) \$35.00 per hour, Administrative fee, “Not to exceed \$500.00 annually”
Learn-to-Swim enrollees (individual scholarship for group lessons) - eligible courses: <ul style="list-style-type: none"> • Parent and Child Aquatics • Preschool Aquatics • LTS Levels 1 - 3 • Adult Swim: Learning the Basics • Adult Swim: Improving Skills and Swimming Strokes 	Up to 200 enrollees	\$40 scholarship paid by Red Cross; remaining fees paid by participants
Lifeguard Management	Up to 3 enrollees	Waived course fees - \$120 each


Notes:

- LTP will enroll all remaining facilities that provide swim lessons in the annual Red Cross Learn-to-Swim facility program as set out in the Agreement.
- Any remaining fees paid by LTP or participant.
- A supplemental kit of 250 swim caps and goggles will be provided.
- Scholarship criteria is set by the LTP.
- The following Red Cross educational materials will be provided:

Product	Number
Water Safety Instructor Candidate's Kit	6
Lifeguarding Manual	6
First Aid/CPR/AED Instructor's Kit	2
LTS Achievement Booklets - English (pk/50)	6
LTS Achievement Booklets – Spanish (pk/10)	10
Longfellow's WHALE Tales Stickers	4
Pediatric CPR/AED Ready Reference Cards	Up to 25
CPR Student Training Kit (for Pediatric CPR/AED) (pk/10)	3