



Licensed Training Provider Agreement

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

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

- 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching.
- 1.2. Notify Red Cross within ten (10) business days of any additions, deletions, or changes to Instructors permitted by LTP to teach on its behalf during the term of the Agreement.
- 1.3. Obtain Red Cross confirmation of the certification and authorization status of new LTP Instructors before permitting such Instructors to teach a Course.
- 1.4. Be responsible for the oversight of LTP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the current Red Cross Training Provider Resource Guide, policies and procedures (collectively, the "Policies").
- 1.5. Herein understand and acknowledge that the Red Cross is only permitted to solicit, deliver services and provide program support within the jurisdiction of the United States and its territories ("U.S."), and LTP agrees to only teach Courses and otherwise perform under this Agreement in the U.S.
- 1.6. Permit Red Cross to perform random observations of LTP's Courses.
- 1.7. Permit Red Cross, in its sole discretion, to post LTP's contact and course information on its website to allow potential course participants to search and locate them regarding Course availability.
- 1.8. Enter training records ("Course Records") with payment (credit card or invoice, if approved) and other required information into the Learning Management System ("LMS") or any applicable successive Red Cross electronic records system within five (5) calendar days of Course completion, and comply with all terms and conditions of such system during such use.
- 1.9. Timely payment of the required fees in connection with the Agreement.
- 1.10. Recognize its responsibility for all liabilities arising out of LTP's performance under this Agreement subject to the limitations as set forth in FL. Statute 768.28. LTP understands and acknowledges it is the responsibility of the LTP to obtain adequate insurance to cover its performance, and the performance of its employees and contractors, under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors or other subcontractors. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the City with respect to any claim as to which sovereign immunity is applicable.
- 1.11. Maintain a relevant, valid business license for the term of this Agreement.

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

- 2.1 Make Red Cross training content and Course Materials available to LTP's Instructors, at respective additional fees, through a limited and non-exclusive license to use the Course Materials solely in connection with the Agreement, which such license may not be assigned or sub-licensed.
- 2.2 Approve properly submitted Course Records and provide digital certifications for Course participants, if applicable.



- 2.3 Provide LTP with access to Red Cross electronic resources allowing LTP to enter Course Records and print Course certificates.

3. Term and Termination.

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

4. Fees and Invoicing.

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

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

6. Confidentiality and Intellectual Property.

- 6.1 Except as required by applicable law or otherwise provided herein, each Party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this



Agreement, Red Cross hereby grants LTP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, LTP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. LTP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to LTP of any ownership rights in the Red Cross Marks, and (3) LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

7. Miscellaneous.

- 7.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and undertakings, both written and oral, between the Parties.
- 7.2 Amendments. This Agreement may only be amended or modified by the Parties in writing.
- 7.3 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way shall the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 7.4 Independent Contractors. Each Party shall furnish its services hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 7.5 Assignment. This Agreement shall not be assigned in whole or in part without the prior written consent of the other Party.
- 7.6 Dispute Resolution. The Parties will endeavor to settle any dispute arising out of or relating to this Agreement. The Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If negotiation is unsuccessful, the Parties may resolve the dispute by mediation. If mediation is unsuccessful or not utilized, then the Parties will resolve the dispute by panel arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, provided, however, a dispute relating to the title, use, validity, or other similar claims related to intellectual property, including copyright, trademark, patent or trade secrets, shall not be subject to the provisions in this Section related to arbitration. The place of arbitration will be Washington, D.C. The Parties will equally split costs and expenses of arbitration, including arbitrators' fees but not attorneys' fees. The award of the arbitrators shall be accompanied by a written opinion setting forth the rationale for the decision. The panel may not award punitive or exemplary damages. The decision will be final and binding. Judgment upon the panel's award may be entered by any court of competent jurisdiction.
- 7.7 The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the State Courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. Any Federal litigation arising from or related to this Agreement shall be in the Southern District of Florida, Fort Lauderdale Division.



- 8. Entire Agreement and Modifications.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior Licensed Training Provider Agreements and undertakings, both written and oral, between the Parties. Unless otherwise pursuant to this Agreement, all proposed modifications or additions to this Agreement, including but not limited to Customer purchase orders and accompanying terms and conditions, must be in writing and duly executed by both parties to take effect.

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

Customer Name: City of Fort Lauderdale	The American National Red Cross
Customer Signature: see next page	Red Cross Signature:
Name:	Name: Thomas Patrick Beason
Title:	Title: Territory Aquatics Specialist-Florida, Puerto Rico & U.S. Virgin Islands
Date:	Date:

Customer

ATTEST:

City of Fort Lauderdale, a Municipal corporation

JEFFREY A. MODARELLI, City Clerk

LEE R. FELDMAN, City Manager

Approved as to form:

Alain E. Boileau, Interim City Attorney

By: _____
KIMBERLY CUNNINGHAM MOSLEY,
Assistant City Attorney



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

Customer Information

Customer: **City of Fort Lauderdale**

Customer Address: **100 N Andrews Avenue
Fort Lauderdale, FL 33301
US**

Customer Fax: _____

Organization ID: **10024CITYFLL27CTYOFFTL**

Customer Contact: **Jennifer Gigler**

Customer Contact Email: jgigler@fortlauderdale.gov

Customer Contact Phone: **(954) 828-5435**

Extension: _____

Billing Contact Name: **Jennifer Gigler**

Billing Contact Phone: **(954) 828-5435**

Extension: _____

Billing Contact Email: jgigler@fortlauderdale.gov

Customer Billing Address: **701 S Andrews Avenue
Fort Lauderdale, FL 33315
US**

Red Cross Strategic Account Executive

Name: **Thomas Patrick Beason**

Phone: **(305) 205-8712**

Ext.: _____

Email: patrick.beason@redcross.org

Legal Notice to be delivered to your Red Cross Strategic Account Executive with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.



Preparedness and Health and Safety Services

Appendix B – Courses, Equipment, Materials, and Fees

Product Code	Product	Quantity	Sales Price
HSSAQU604	2018 LTS Facility Fee 1000 + - with RC LG - Aquatic Rep Approval Required	1.00	\$975.00
AP-HSSFA415	Adult and Pediatric First Aid/CPR/AED	175.00	\$28.00
AP-HSSPRO401	CPR/AED for Professional Rescuers with First Aid	25.00	\$27.00
AP-HSSAQU402	Lifeguarding	50.00	\$36.00
AP-HSSAQU803	Lifeguarding Instructor	25.00	\$35.00
AP-HSSAQU808	Water Safety Instructor Course	50.00	\$35.00

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

Learn to Swim Facility Fee - per pool

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

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

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

Equipment and Materials

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

Method of Payment

Preferred Payment Type

Credit/Debit Card



**American
Red Cross**

**Preparedness and Health and Safety Services
Licensed Training Provider Agreement**

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Appendix C – Entities/Locations Covered by Agreement**

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

☒ All Domestic Locations (additional legal entity names must be listed)

☐ Entities/locations listed below

Affiliated Entity/Location Name and Contact Information	Relationship to Signatory Entity	Affiliated Entity Org ID
Example: Name: ABC Mid Atlantic Address: 2025 E ST NW Washington, DC 20006 Contact: Sally Safety Email: sally.safety@abc.com Phone: 800-555-1212	Regional Distribution Center	ABC1231542
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:
Name: Address: Contact: Email: Phone:	Relationship:	Organization ID:



**American
Red Cross**

**Preparedness and Health and Safety Services
Licensed Training Provider Agreement**

5. Jurisdiction(s) Where LTP Is Authorized to Offer Courses

1.	4.
2.	5.
3.	6.

6. Red Cross Competitors with Whom LTP Is Affiliated (listed alphabetically and in no order of importance)

<input type="checkbox"/> American Heart Association (AHA)	<input type="checkbox"/> National Aquatic Safety Company (NASCO)
<input type="checkbox"/> American Safety & Health Institute (ASHI)	<input type="checkbox"/> National Safety Council
<input type="checkbox"/> Ellis and Associates	<input type="checkbox"/> Starfish Aquatics Institute
<input type="checkbox"/> Emergency Care and Safety Institute (ECSI)	<input type="checkbox"/> SwimAmerica
<input type="checkbox"/> Health and Safety Institute (includes ASHI and Medic First Aid)	<input type="checkbox"/> Young Mens Christian Association (YMCA)