



Training Services

Aquatic Examiner Service Agreement

Aquatic Examiner Service Agreement

This **Aquatic Examiner Service Agreement** ("Agreement") is made by and between The American National Red Cross ("Red Cross") and **City of North Port, Florida** (the "Customer"), (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), in order for Red Cross to provide services that are included within the service package(s) listed in Appendix B at the approved locations (each a "Service" and together the "Services").

1.0 Red Cross Responsibilities. The Red Cross will:

- 1.1 Provide to the Customer the Service(s) included in Appendix B, which is attached to this Agreement and incorporated herein, and more fully described in the *Aquatic Examiner Service Client Get Started Guide*, a copy of the most recent version of which has been provided to Customer concurrently with this Agreement, and the provisions of which are incorporated herein by this reference as Appendix D.
- 1.2 Ensure that such Services are delivered at the locations listed in Appendix C, which is attached to this Agreement and incorporated herein.
- 1.3 Timely provide all scheduling notices, as required by this Agreement. (*ref.* Section 3.5 of this Agreement).
- 1.4 Timely notify Customer in advance if any additional items may need to be purchased by Customer for a Training. (*ref.* Section 3.5 of this Agreement).

2.0 Red Cross Insurance Responsibilities.

- 2.1 Before performing any work, the Red Cross must procure and maintain, during the life of this Agreement, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to Customer and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent", except for the Workers Compensation insurance policy where Red Cross is a Qualified Self-Insurer by the state insurance authority where operations are taking place.
- 2.2 No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with the Red Cross.
 - A. Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
 - B. Commercial General Liability Insurance: Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
 - C. Automobile Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles limits of not less than \$1,000,000 combined single limit with contractual liability coverage for all work performed under this Agreement.
 - D. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. Customer prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional



liability insurance required by the Agreement is written on a claims-made basis, the Red Cross warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.

2.3 WAIVER OF SUBROGATION. Intentionally omitted.

2.4 POLICY FORM. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by Customer's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Red Cross agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

- A. Insurance requirements itemized in this Agreement, and required of the Red Cross, must be provided by or on behalf of all sub-consultants to cover their operations performed under this Agreement. The Red Cross shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
- B. Each insurance policy required by this Agreement shall:
 - i. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Red Cross is to notify the Customer's Purchasing Office by written notice via certified mail, return receipt requested.
- C. The Customer shall retain the right to review, at any time, coverage, form, and amount of insurance.
- D. The Red Cross shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not Customer is an insured under the policy. The Red Cross's insurance is considered primary for any loss, regardless of any insurance maintained by Customer. The Red Cross is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- E. All certificates of insurance must be on file with and approved by Customer before commencement of any work under this Agreement. Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to Customer's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of the Agreement. All insurance certificates shall be received by Customer's Purchasing Office before the Red Cross will be allowed to commence or continue pursuant to this Agreement. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- F. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the Red Cross's insurer(s) and Customer's Purchasing Office as soon as practicable after notice to the insured.

3.0 Customer Responsibilities. The Customer will:

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



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- A. Accepting responsibility for all activities associated with developing and implementing their own operational and emergency procedures.
 - B. Maintaining on a current basis all applicable government permits or licenses to operate each aquatics facility identified in Appendix C.
 - C. Granting permission for Red Cross access to the location(s) identified in Appendix C as necessary in order to conduct Services.
 - D. Assuring that, for each selected Service, the relevant Service requirements as outlined in the *Aquatic Examiner Service Client Get Started Guide* are provided to Customer's staff.
- 3.2 Cooperate with the Red Cross in scheduling Services on dates and at times and locations that are mutually acceptable to both Customer and Red Cross.
- 3.3 Only schedule Services or Training, as defined in section 3.5 below, to be conducted, and otherwise perform under this Agreement, within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to solicit, deliver services and provide program support within the U.S. Customer will only permit its personnel within the United States to take online-only courses ("e-learning Courses") or the online component of any course or Training.
- 3.4 Confirm Service details with the Red Cross' point of contact no fewer than thirty (30) business days prior to any desired Service date, including the name and telephone number of a Customer point of contact for each Service location.
- 3.5 Identify the number of participants for in-service training sessions ("Training" or "Trainings") at the relevant location(s) on each requested Training date. For each scheduled Service, Customer will receive an email confirmation from Red Cross (each a "Confirmation") confirming the Service details. Participant is defined as an individual signed up for a training session.
 - A. In order to maintain a sufficient Examiner to Training participant ratio, one (1) Examiner will be assigned for every fifteen (15) participants listed on the Confirmation for each Training session. Customer will be charged a Training fee as indicated on Appendix B for each Examiner needed, based on the number of participants for each assigned Examiner as listed below and continuing in multiples of fifteen (15), as applicable:
 - Examiner 1 (8-15 students)
 - Examiner 2 (16-30 students)
 - Examiner 3 (31-45 students)

Any additional fees are outlined on Appendix B. Customer acknowledges that certain Trainings may require Customer's purchase of additional items, either through the Red Cross or a third-party supplier, the cost of which items is not included under this Agreement. Red Cross will advise Customer at the time Training is scheduled if any such items are required for a Training.
- 3.6 Update the Training location, date, time, or number of Training participants, as needed, at least thirty (30) business days before the Training date; provided, however, that if additional Examiners are required due to increased enrollment, Red Cross will schedule one or more additional Trainings if needed to preserve the ceiling, noted in section 3.5 above, on the number of participants for each session.
- 3.7 Comply with, and communicate to Training participants, any requirements for participation which may be communicated by Red Cross to Customer from time to time, including (without limitation) health and safety precautions and active participation and completion requirements.
- 3.8 Provide facilities for each Training, having clean, safe, and otherwise adequate space and conditions for participation and to practice skills, and adequate training equipment. If the Customer does not have standard training equipment, it must inform the Red Cross point of contact when the Training is scheduled.

4.0 Fees and Invoicing.



- 4.1 Services are included within the service package(s) listed on Appendix B. Fees for Services are set forth in the price list attached to Appendix B. Customer will pay fees that are applicable to each of the Services.
- 4.2 Customer will be invoiced. Invoices will be sent via postal mail, may be issued up to four (4) times per month and will include all transactions submitted in that billing period. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70 *et seq.*, payment in full is due forty-five (45) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collection agency. In such an event, Red Cross will be entitled to all costs of collection as provided in Florida Statutes Sections 218.70, *et seq.*. If Customer has a high credit risk or multiple late payments, Red Cross may suspend or terminate Customer's invoicing privileges at Red Cross's sole discretion. If invoicing privileges are suspended or terminated, Red Cross will not deliver Services until the account(s) is in a current status with no outstanding invoices. Nothing contained in this section shall be deemed to affect the rights, privileges, and immunities of Customer as provided under Florida Constitutional or general law.
- 4.3 Customer may elect to have invoices delivered electronically to one (1) email address. Customer will provide Red Cross a single valid email address for electronic invoice delivery. Customer will receive a PDF copy of the invoice. Customer understands that Customer will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 4.4 If Customer desires that invoices issued by Red Cross reflect Customer-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the scheduling of a Service date; it being understood that under no circumstance will the absence of a customer-issued purchase order number on any invoice excuse Customer's timely payment of that invoice.
- 4.5 To pay an invoice by credit card, or to establish ACH payments, 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 - Training Services
25688 Network Place
Chicago, IL 60673-1256

- 4.6 Red Cross is not obligated to use Customer's vendor payment portal. If Customer desires that Red Cross use Customer's vendor payment portal, Customer must make such a request in writing. Red Cross may grant or deny the request in its sole discretion. Acceptance of such a request may only be made in writing by an authorized representative of Red Cross. Customer must continue to pay invoices delivered by mail or email on a timely basis while such a request is pending. If Red Cross elects to use Customer's vendor payment portal, Red Cross will not be obligated to pay Customer or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. Customer will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 4.7 If Customer has account balance or invoice questions or concerns, immediately upon receipt of invoice, Customer may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 4.8 Customer warrants that as of the date of this Agreement, it has no overdue balances with the Red Cross.

5.0 Rescheduling, Cancellation and Changes.

Customer may reschedule, cancel, or make scheduling changes to, including changing location, a Service or Training without charge if Red Cross is notified at least thirty (30) business days in advance of the first day of the scheduled Service or Training. Subject to Section 8.0 of this Agreement, Red Cross is authorized to charge a \$300.00 change fee for each occurrence of the Customer rescheduling, canceling, or making scheduling changes to a Service or Training with fewer than thirty (30) business days' notice.



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6.0 Examiner Expenses.

If the Red Cross incurs unusual expenses (“Expenses”) associated with conducting a Service, the Red Cross may request reimbursement for the Expenses (e.g. Examiner mileage to a remote location or overnight lodging, or accommodations for students with disabilities). The Expenses must have prior written approval from each of the Parties and will be invoiced to Customer as provided in Section 4.0 above.

7.0 Term and Termination.

- 7.1 This Agreement will be effective as of the Effective Date and ends on the day before the twelve (12) month anniversary thereof, unless earlier terminated as provided below.
- 7.2 Either Party may immediately terminate this Agreement if the other Party materially breaches this Agreement.
- 7.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 7.4 E-Verify. If Customer has a good faith belief that the Red Cross has knowingly violated Florida Statutes Section 448.095(2), Fla. Stat., then the Agreement may be terminated by Customer. Any challenge to termination of this Agreement under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Red Cross, the Red Cross may not be awarded a public contract for a period of one year after the date of termination and will be liable for any additional costs incurred by Customer as a result of the termination of this Agreement. Red Cross represents that it does not use subcontractors to provide services under this Agreement.
- 7.5 The Customer’s City Commission grants the City Manager or designee the authority to terminate this Agreement for Customer pursuant to the terms and conditions of this Agreement.
- 7.6 Upon termination or expiration of this Agreement, Red Cross will immediately cease delivery of the Services as of the date specified in the notice of termination, and the Customer shall be responsible for payment for all fees and reimbursable expenses incurred up until such termination or expiration date.
- 7.7 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Services completed prior to such date of expiration or termination. The Parties’ obligations under section 11, below, will also survive any expiration or termination of this Agreement.

8.0 Force Majeure.

8.1 Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- A. A strike or work stoppage, unless caused by a negligent act or omission of any Party;
- B. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- C. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- D. A declared emergency of the federal, state, or local government; or
- E. Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation (except for the obligation to pay money when due) is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

8.2 The non-performing party provides written notice describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay;



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and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;

8.3 The excuse of performance is no greater in scope or duration than required by the event of force majeure;

8.4 No obligations of either party that arose before the force majeure are excused as a result of the event of force majeure; and

8.5 The non-performing party uses all reasonable diligence to remedy its inability to perform.

8.6 Economic hardship of a party does not constitute an event of force majeure. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

8.7 The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations.

9.0 Notices. Each Party's contact for notices and billing under this Agreement is listed on Appendix A, which is attached to this Agreement and incorporated herein.

10.0 Use of Names and Marks.

10.1 Conditioned upon the full and successful completion of the Service, Red Cross grants Customer, for the term of the Agreement, the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format provided to the Customer by Red Cross (the "Authorized Mark") solely to acknowledge that the Customer has participated in the Red Cross Aquatic Examiner Service. Such acknowledgment may only state: "Proud participant of the American Red Cross Aquatic Examiner Service." Customer's use of the Authorized Mark shall at all times be consistent with the American Red Cross Brand Standards guidelines available at www.redcross.org/brand, which Red Cross may update from time to time.

10.2 Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations, , or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.

10.3 Customer shall not state or imply that that Red Cross sponsors or endorses Customer's business, products or services generally, or that any other training courses and services other than the Services, are owned or endorsed by or otherwise associated or affiliated with Red Cross.

10.4 Customer shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.

10.5 Customer shall not in any instance use a Greek red cross design in association with its business, goods, and/or services.

11.0 Confidentiality. Except as otherwise required by applicable Florida law, or as otherwise provided herein, Customer will maintain in confidence the pricing information set forth in Appendix B.

12.0 Public Records Law.

12.1 In accordance with Florida Statutes, Section 119.0701, the Red Cross shall comply with all public records laws, and shall specifically:

A. Keep and maintain public records required by the Customer to perform the Service.



- i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - ii. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the Customer. The Red Cross's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
- B. Upon request from the City's custodian of public records, provide Customer, at no cost, 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 for by law. All records kept electronically must be provided to Customer, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of Customer.
- C. Ensure that project 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 Agreement term and, if the Red Cross does not transfer the records to Customer following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to Customer all public records in the Red Cross's possession or keep and maintain public records required by Customer to perform the service. If the Red Cross transfers all public records to Customer upon completion of the Agreement, 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 the completion of the Agreement, the Red Cross shall meet all applicable requirements for retaining public records.
- E. IF THE RED CROSS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7063 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@northportfl.gov.**

13.0 Indemnity and Hold Harmless

13.1 Each Party agrees to indemnify, defend, protect, and hold harmless the other Party and its directors, commissioners, governors, officers, agents, volunteers, and employees against any and all claims, demands, damages, lawsuits, penalties, administrative proceedings, judgments, costs or expenses, including but not limited to, reasonable attorneys' fees and court costs, , resulting from, or arising out of the negligent acts or omissions or intentional misconduct of the indemnifying party or any third party for whose acts or omissions the indemnifying party is vicariously liable under applicable law in connection with the indemnifying Party's performance of, or failure to perform, the Agreement. The foregoing notwithstanding, a Party shall have no obligation to indemnify or hold harmless the other Party, its directors, commissioners, governors, officers, agents, volunteers and employees if it has been determined by the final order of a court of competent jurisdiction that a proportion of the liability thereof was caused by the willful misconduct or negligent



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activity of the indemnified Party, its directors, commissioners, governors officers, employees, volunteers or agents, in which case, the indemnified Party shall be responsible solely for its proportionate share of the liability. This clause survives termination of this Agreement. The Agreement does not constitute a waiver of sovereign immunity or consent by Customer or its subdivisions to suit by third-parties.

- A. A Party must provide all available information and assistance that the Party may reasonably require regarding any claim pursuant to Section 13. In the event of a claim, the Party must promptly notify the other party in writing.
- B. In any proceedings between the Parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorneys' fees through all proceeding (both at trial and appellate levels).
- C. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of Customer as set forth in Florida Statutes Section 768.28.
- D. The terms of this Section survive the termination of this Agreement.

14.0 Limitation of Red Cross Liability. Each Party understands and agrees that:

- 14.1 The Red Cross is not undertaking to approve, certify or take responsibility for the safe design, operation or function of the Customer or its equipment, nor is it undertaking to identify all risks, errors, gaps, defects or omissions of the Customer. The Customer's participation in the Aquatic Examiner Service does not guarantee that (i) the Customer will be accident free; (ii) the operations of the Customer are safe; or (iii) the Customer is in compliance with any laws, codes or ordinances. The Red Cross is not responsible for the acts or omissions of the Customer, its agents, contractors or employees. The Red Cross's provision of Aquatic Examiner Service shall not constitute an undertaking on behalf or for the benefit of Customer users or others not a party to this Agreement.
- 14.2 The Red Cross is not responsible for the activities or operations of the Customer. The Red Cross has no authority, obligation or ability to make changes to the Customer or its operations or implement suggestions for improvement.
- 14.3 The assessments and evaluations that the Red Cross provides to the Customer are based solely on observations made on the dates of the visits. It is the Customer's sole responsibility to decide whether or not to implement any suggestions made by the Red Cross in the context of Aquatic Examiner Service.

15.0 Limitation of Warranties and Damages.

With respect to the Red Cross, the foregoing is in lieu of all other warranties of merchantability and fitness for a particular purpose.

16.0 Miscellaneous.

- 16.1 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 will 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 will 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.
- 16.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any association, partnership, franchise, or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party will be, or will be deemed to be, the employee, agent or servant of the other Party, and each Party will be solely and entirely responsible for its acts and the acts of its agents, employees and servants. The Examiner is not entitled to any salary or



benefits other than the compensation described in this Agreement. The Examiner must provide, at their sole Expense, all supplies and materials needed for the Services that are not otherwise provided by Customer.

- 16.3 E-Verify System. Upon entering into this Agreement, the Red Cross must be registered with and must continue during the term of this Agreement to use the Department of Homeland Security E-Verify System as required by Section 448.095, Fla. Stat., Employment Eligibility, including but not limited to, verifying the work authorization status of all newly hired employees. The Red Cross shall maintain a copy of such affidavit for the duration of the Agreement.
- 16.4 Assignment. Neither Party's rights under this Agreement may be assigned, or its obligations delegated, in whole or in part without the prior written consent of the other Party; provided, however, that Red Cross's use from time to time of Instructors who are volunteers or employees of third parties to furnish Course instruction under this Agreement does not constitute a delegation of Red Cross's obligations under this Agreement and will not require Customer's advance consent. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 16.5 Governing Law. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- 16.6 Non-Discrimination. The City of North Port, Florida (Customer) does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Red Cross shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- 16.7 Remedies. Customer's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

17.0 Entire Agreement and Modifications.

This Agreement constitutes 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 of this Agreement. 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, click-through agreement, or similar document), and each Party hereby rejects all such additional or different terms and conditions. Any amendments changing Customer's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of Customer that do not change Customer's financial obligations under this Agreement.

The Parties, acting through their duly authorized officers, have executed this Agreement, which will come into force as of the Effective Date.



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Customer Name: City of North Port, Florida	The American National Red Cross <small>Signed by:</small>
Customer Signature:	Red Cross Signature: <i>Lindsey Ross</i> <small>19DA8F4C3DD44DF...</small>
Name: A. JEROME FLETCHER II, ICMA-CM, MPA	Name: Lindsey Ross
Title: City Manager	Title: Sales Representative
Date:	Date: 10/23/2025



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Approved by the City Commission of the City of North Port, Florida on _____, 2025.

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY



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Appendix A – Contact Information

Customer Information		
Customer: City of North Port, Florida		
Customer Address: 4970 City Hall Blvd North Port, FL 34286	Customer Fax:	
Customer Account Number: CITYOFNPORQAQ		
Customer Contact: Devon Poulos		
Customer Contact Email: dpoulos@northportfl.gov		
Customer Contact Phone: (941) 302-9147	Extension:	
<i>(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)</i>		
Billing Contact Name: Devon Poulos		
Billing Contact Phone: (941) 302-9147	Extension:	
Billing Contact Email: dpoulos@northportfl.gov		
Customer Billing Address: 4970 City Hall Blvd North Port, FL 34286		
Customer DUNS Number:		
Email for electronic Invoice Delivery:		
Notices to be delivered to Customer Contact, above.		
Red Cross sales representative		
Name: Lindsey Ross		
Phone: (470) 725-8575	Extension:	Email: lindsey.ross@redcross.org

Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A Party may update its notice information by providing written notice to the other Party.

For City of North Port, Florida:
City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

with a Copy to:
City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, Florida 34286

For The American National Red Cross:
American Red Cross - Training Services
Attn: Lindsey Ross
25688 Network Place
Chicago, IL 60673-1256

with a Copy to:
The American National Red Cross
Office of the General Counsel
431 18th Street, NW
Washington D.C. 20006



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Appendix B – Service Packages and Price List

Service Package(s)
FS-AES Annual Lifeguarding Operations Assessment
FS-AES In-Service Add-On
FS-AES In-Service Standalone
FS-AES On-site lifeguard observations and evaluations
FS-AES On-site lifeguard observations and evaluations (6x6)
FS-AES On-site lifeguard observations and evaluations (6x6)

(Price List Attached)



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Appendix C – Services and Facility Locations

NOTE: Complete **ALL** columns.

Facility Location Details (Include Full Physical Address)	Number of Lifeguard Operations Assessment(s)	Number of Additional Visits	Number of In- Service Trainings	Seasonal? (Y/N) If Yes: Dates of Operation	Number of Indoor or Outdoor Attractions
Facility Name: North Port Aquatic Center Street: 6205 W. Price Blvd City, State, Zip: North Port FL 34291 Facility Contact name: Devon Poulos Email & Phone: dpoulos@northportfl.gov Cell-941-302-9147	1	2	0	No, but waterpark won't open until closer to Summer	Indoor: x Outdoor: Both:
Facility Name: Street: City, State, Zip: Facility Contact name: Email & Phone:					Indoor: Outdoor: Both:
Facility Name: Street: City, State, Zip: Facility Contact name: Email & Phone:					Indoor: Outdoor: Both:

Additional Services can be added as needed. Please contact your Red Cross representative as listed on Appendix A.



American Red Cross
Training Services

Price List

City of North Port, Florida
Jan 28, 2025 PG-0000207462

Price List	SKU	Product	UOM	Price
FS-AES-Additional Video Fee	FS-HSSAQU527	AES-Additional Video Fee	Each	54.00
FS-AES On-site lifeguard observations and evaluations (6x6)	FS-HSSAQU542	On-site lifeguard observations and evaluations (6x6)	Each	1,175.00
FS-AES On-site lifeguard observations and evaluations	FS-HSSAQU541	On-site lifeguard observations and evaluations	Each	910.00
FS-AES In-Service Standalone	FS-HSSAQU544	AES In-Service Standalone	Each	642.00
FS-AES In-Service Add-On	FS-HSSAQU543	AES In-Service Add-On	Each	107.00
FS-AES Annual Lifeguarding Operations Assessment	FS-HSSAQU540	Annual Lifeguarding Operations Assessment	Each	1,390.00