

RESOLUTION 2014 - 43



**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SUNNYSIDE, WASHINGTON, APPROVING  
AN AGREEMENT WITH THE AMERICAN RED CROSS  
FOR THE CERTIFICATION OF SWIMMING POOL STAFF**

**WHEREAS**, the City of Sunnyside operates and maintains the municipal swimming pool, which is located in Central Park; and

**WHEREAS**, City Staff is responsible to organize, promote and conduct training to its seasonal pool staff to ensure safe swimming conditions for the general public; and

**WHEREAS**, the City of Sunnyside desires to facilitate such a program; and

**WHEREAS**, the City of Sunnyside and the American Red Cross desire to enter into an agreement, as attached hereto as Exhibit "A", for the safety of the of the City of Sunnyside and the community in general; and

**WHEREAS**, the City Council finds and determines that entering into an agreement with American Red Cross is in the best interest of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON**, as follows:

**SECTION 1.** That the Agreement attached hereto as Exhibit "A" and incorporated herein by this reference, by and among the City of Sunnyside and the American Red Cross, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

**SECTION 2.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 12<sup>th</sup> day of May, 2014.



JAMES A. RESTUCCI, MAYOR

**ATTEST:**



DELILAH SAENZ, CMC, CITY CLERK

**APPROVED AS TO FORM:**



KERR LAW GROUP, PLLC  
Attorneys for the City of Sunnyside

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## Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between the American National Red Cross ("Red Cross") and the party listed in Appendix A (the "LTP") in order to permit LTP's Red Cross certified instructors ("Instructors") to teach the Red Cross training courses ("Courses") specified on Appendix B within the jurisdictions listed in Appendix B.

- 1. LTP Responsibilities.** In connection with offering the Courses, LTP agrees that it will:
  - 1.1. Require that its Instructors maintain Red Cross certifications appropriate for the Courses they will be teaching;
  - 1.2. Promptly notify Red Cross of additions and deletions to LTP's roster of Instructors listed in Appendix C;
  - 1.3. Obtain Red Cross confirmation of the certification 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 then-current Red Cross LTP Resource Guide, policies and procedures (collectively, the "Policies");
  - 1.5. Permit Red Cross to perform random observations of LTP's Courses;
  - 1.6. Notify the Red Cross of all scheduled Courses at least three (3) business days before the scheduled Course start date;
  - 1.7. Enter training records and required information into the Learning Management System ("LMS") or any successor system within ten (10) calendar days of Course completion (the "Course Records");
  - 1.8. Pay the required fees in connection with all Courses;
  - 1.9. Be responsible for any liabilities arising out of LTP's Course instruction and operations as Red Cross insurance does not extend to LTP or its Instructors; and
  - 1.10. Offer and teach the Courses exclusively in accordance with Sections 6.3 and 6.4 of this Agreement.
  
- 2. Red Cross Responsibilities.** To facilitate LTP's Course offerings, Red Cross agrees that it will:
  - 2.1. Make Red Cross training and Course Materials available to LTP's Instructors meeting Red Cross training prerequisites;
  - 2.2. Approve properly submitted Course Records and provide certifications for Courses, if applicable;
  - 2.3. Provide LTP with access to Red Cross electronic resources allowing LTP to notify the Red Cross of dates, times and locations of each Course, enter Course Records and print Course certificates.
  
- 3. Term and Termination.**
  - 3.1. This Agreement will be effective as of the Effective Date listed in Appendix A and ends on the day before the thirty six (36) month anniversary thereof, unless earlier terminated as provided below.
  - 3.2. Either party may terminate this Agreement with thirty (30) calendar days advance written notice to the other party.
  - 3.3. Red Cross reserves the right to immediately terminate this Agreement if LTP does not abide by the terms of this Agreement or the Policies.
  - 3.4. Following termination, the parties are still obligated to follow the provisions of Sections 4, 5, 6 and 8 indefinitely.

**4. Fees and Invoicing.**

- 4.1. LTP will comply with the LTP Resource Guide's preferred payment options, such as prepay, credit card, check, money order and bank transfer.
- 4.2. Fees are set forth on Appendix B. Red Cross will not process invoices for any amount less than five hundred dollars (\$500). Payment terms are net thirty (30) days. Red Cross reserves the right to change its fees and payment processes 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 pursuant to Section 3.
- 4.3. 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 is responsible for any costs associated with the retraining of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the retraining, which may include LTP or any Red Cross employee, volunteer, LTP or AP.

**5. Notices.** Each party's contact for notices under this Agreement is listed on Appendix A.**6. Confidentiality and Intellectual Property.**

- 6.2. 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.
- 6.3. 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.
- 6.4. During the term of this Agreement, until the voluntary or involuntary termination thereof for any reason whatsoever, LTP will not for any Course specified on Appendix B, directly or indirectly, teach, perform services, provide consultation or solicit any business on behalf of any of the Red Cross competitors listed in Appendix B (the "Red Cross Competitors").
- 6.5. Upon the termination of this Agreement for any reason whatsoever, whether voluntary or involuntary, LTP agrees that for a period of one (1) year after the termination of this Agreement, LTP will not (a) participate, personally or financially, directly or indirectly, in competition with the Red Cross in the business of offering any Course listed in Appendix B within the jurisdictions specified on Appendix B, (b) accept employment with any of the Red Cross Competitors identified on Appendix B, or (c) solicit, induce, or attempt to induce any of LTP's past or current Course participants (i) to cease doing business in whole or in part with or through the Red Cross, or (ii) to do business with any other person, firm, partnership, corporation, or other entity which performs services materially similar to or competitive with those provided by the Red Cross within the jurisdiction specified on Appendix B.



EXHIBIT "A"  
Preparedness and Health and Safety Services

- 7. Entire Agreement, Amendments, and Assignments.** Concerning the subject matter hereof, this Agreement and the Policies referenced herein constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This Agreement shall not be amended, modified or assigned unless both parties agree in writing.
- 8. Independent Contractors.** Each party shall perform its responsibilities 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 either 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.

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

LTP Name or Company Name:	City of Sunnyside Parks and Recreation	American Red Cross
Company Signature:	<input type="checkbox"/> Electronic Acceptance	Red Cross Signature: <input type="checkbox"/> Electronic Acceptance
Name:	Donald D. Day	Name:
Title:	City Manager	Title:
Date:	May 1, 2014	Date:



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

Effective Date:

**Company Contact Information** [fields with an asterisk (\*) must be completed]

Business/LTP Name \* City of Sunnyside

Address 1 \* 818 E. Edison Avenue

Address 2

City \* Sunnyside

State \* WA Zip \* 98944

Primary Contact Name \* Megan Razy

Primary Phone \* 509-836-0230

Secondary Phone 509-643-6581

Fax 509-836-0630

Email mrazy@Sunnyside-WA.gov

Use the same address for billing? \*  Yes  No

Billing Contact Name (if different from primary)

Email

Billing Address 1

Billing Address 2

Billing City

State

Zip

**Red Cross Contact Information**

Name

Phone

Email

**Red Cross Internal Use Only**

Red Cross Salesforce ID

Does the customer have an existing Organization ID in the Learning Center?  Yes  No

If Yes, enter it here

Does the customer have a Parent Organization ID in the Learning Center?  Yes  No

If Yes, enter it here

American Red Cross Unit Code

Does the customer plan to purchase Full Service training also?  Yes  No



**Licensed Training Provider Agreement  
Appendix B – Courses, Equipment, Materials, and Fees**

<b>1. Course Fees</b>	
Courses Offered by LTP	Per Person Fee
Lifeguarding, CPR / AED, First Aid	95.00
Lifeguarding, CPR / AED, First Aid Re-certification	45.00

**2. Equipment and Materials**  
 Training equipment, materials and other supplies may be purchased at [www.ShopStayWell.com](http://www.ShopStayWell.com) or at [www.RedCrossStore.org](http://www.RedCrossStore.org).

**3. Method of Payment**

Prepay      Red Cross-issued PO#

Invoice      Red Cross-issued PO#

Credit Card       Check       Money Order       Bank Transfer

*\*NOTE: A Red Cross representative will contact you regarding the method of payment chosen.  
Please do not include any payment details on this agreement.*

**4. Additional Services (Optional)**

**Licensed Training Provider Agreement**  
**Appendix B – Courses, Equipment, Materials, and Fees (continued)**

5. Jurisdiction(s) Where LTP Is Authorized to Offer Courses	
1. City Of Sunnyside	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)

If there are more than eleven (11) courses taught by this provider that need to be listed, please list them on the Addendum to Appendix B for AP and LTP Agreements.

Addendum(s) Attached?  Yes  No      Quantity, if yes: Select Number

### Licensed Training Provider Agreement Appendix C – LTP Instructors

Instructors who will be teaching on behalf of your business/organization/school should be listed below. Each instructor should have a complete profile in the American Red Cross Learning Center that includes up-to-date contact information, including email address, mailing address, phone number and current instructor certifications.

Instructor Name	Learning Center Username	Email Address and Phone	Current Instructor Certification(s)
<i>Example: Sally Safety</i>	<i><a href="mailto:sallysafety@redcross.org">sallysafety@redcross.org</a></i>	<i><a href="mailto:sallysafety@redcross.org">sallysafety@redcross.org</a> 202.303.0000</i>	<i>First Aid/CPR/AED Instructor Babysitter's Training Instructor</i>
Megan Razey	meganrazey@hotmail.com	Email: meganrazey@hotmail.com Phone: 509-643-6581	Lifeguarding / CPR / AED/ First Aid
		Email: Phone:	

If there are more than ten (10) instructors that need to be listed, please list them on the Addendum to Appendix C for AP and LTP Agreements.

Addendum(s) Attached?  Yes  No      Quantity, if yes: Select Number



### Licensed Training Provider Agreement Appendix D – Facility Locations

Please provide information regarding each of the facilities in which Red Cross training will take place.

Facility Name and Address	Facility Contact Name	Facility Contact's Email Address and Phone
<b>Example:</b> Name: American Red Cross NHQ Address: 2025 E ST NW Washington, DC 20006	Sally Safety	Email: <a href="mailto:sallysafety@redcross.org">sallysafety@redcross.org</a> Phone: 202.303.0000
Name: Sunnyside Community Center Address: 1521 S First St. Sunnyside, wa 98944	Megan Razey	Email: <a href="mailto:mrzey@sunnyside-wa.gov">mrzey@sunnyside-wa.gov</a> Phone: 509-836-0230
Name: Sunnyside City Pool Address: 559 South 4 <sup>th</sup> St & Edison Ave. Sunnyside, wa 98944	Megan Razey	Email: <a href="mailto:mrzey@sunnyside-wa.gov">mrzey@sunnyside-wa.gov</a> Phone: 509-836-0230
Name: Address:		Email: Phone:

If there are more than eight (8) training facilities that need to be listed, please list them on the Addendum to Appendix D for AP and LTP Agreements.

Addendum(s) Attached?  Yes  No      Quantity, if yes: Select Number