



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

September 30, 2019

DELIVERED VIA EMAIL
stephanie.darimont@redcross.org
AND CERTIFIED MAIL NO.
7015 1520 0002 4699 1008
RETURN RECEIPT REQUESTED

American National Red Cross
Attn: Stephanie Darimont
25688 Network Place
Chicago, IL 60673-1256

Subject: Notice of Termination Without Cause, Contract NS180000015 for Life Guard Water Safety Instruction/Training Certification

Dear Ms. Darimont:

American National Red Cross entered into a contract with the City of Austin to provide Life Guard Water Safety Instruction/Training/Certification on December 12, 2017. The purpose of this letter is to inform you that the City of Austin (City) is hereby terminating the subject contract under the provisions of Section 28, Termination Without Cause, Licensed Training Provider Agreement – Appendix D. Per the Agreement the City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty calendar days written notice. Upon receipt of notice of termination, the Contractor shall promptly cease all further work pursuant to the contract, with such exceptions, if any, specified in the notice of termination. Therefore, the City has elected to terminate this contract effective September 30, 2019.

If you have any questions, please contact me at (512) 974-2034 or e-mail me at Diana.McIntosh@austintexas.gov

Sincerely,

Diana McIntosh
Procurement Specialist II
Purchasing Office
Financial Services Department

cc: Pat Rossett, Contract Manager Supervisor II
Jodi Jay, Aquatic Divisions Manager
James Robertson, American National Red Cross
Sarah McClure, American National Red Cross



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **The City of Austin through its Parks and Recreation Department** (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 LTP 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. 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.
- 1.11. Maintain a relevant, valid business license for the term of this Agreement.
- 1.12. 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 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 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 accept both Red Cross standard invoices without modification, and delivery of invoices to the Customer Billing Address on Appendix A.
- 4.2 LTP will remit payment by credit card or will be invoiced, if approved.
- 4.3 Fees are set forth on Appendix B.
- 4.4 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.
- 4.5 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
- 4.6 For questions or concerns about your invoice, please email billing@redcross.org or call the number listed on the invoice.
- 4.7 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.
- 4.8 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.

- 6.3 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 C (the "Red Cross Competitors").
- 6.4 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 C, (b) accept employment with any of the Red Cross Competitors identified on Appendix C, 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 C.

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.



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- 8. Entire Agreement and Modifications.** This Agreement together with the LTP's Terms and Conditions attached hereto as Appendix D, 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. In the event of a conflict between the terms of this Agreement and the Terms and Conditions, this Agreement shall govern.

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 LTP Resource Guide, which may be updated from time to time.

Customer Name: The City of Austin	The American National Red Cross
Customer Signature: <i>Sandy Wirtanen</i>	Red Cross Signature: <i>Stephanie Darimont</i> <small>DocuSigned by:</small>
Name: <i>Sandy Wirtanen</i>	Name: Stephanie Darimont <small>3711112F8984448</small>
Title: <i>Procurement Specialist IV</i>	Title: Assoc IV, P&H Sales
Date: <i>12/13/17</i>	Date: 12/12/2017



Licensed Training Provider Agreement Appendix A – Contact Information

Customer Information

Customer: **The City of Austin**

Customer Address: **2818 San Gabriel St.
Austin, TX 78705**

Customer Fax: _____

Organization ID: **43129COAPARD**

Customer Contact: **Jodi Jay**

Customer Contact Email: **jodi.jay@austintexas.gov**

Customer Contact Phone: **(512) 974-9336**

Extension: _____

Billing Contact Name: **Mark MacDougal**

Billing Contact Phone: **(512) 577-7126**

Extension: _____

Billing Contact Email: **mark.macdougale@austintexas.gov**

Customer Billing Address : **Financial Services Div. - Accts. Payable
200 S. Lamar Blvd.
Austin, TX 78704
USA**

Red Cross Strategic Account Executive

Name: **Stephanie Darimont**

Phone: **512838-1325**

Ext.: _____

Email:

stephanie.darimont@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.



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Preparedness and Health and Safety Services

Appendix B – Courses, Equipment, Materials, and Fees *

Product Code	Product	Quantity	Sales Price
AP-HSSAQU601	2017 LTS Facility Fee 0-75 - with RC LG - Aquatic Rep Approval Required	1.00	\$0.00
AP-HSSAQU603	2017 LTS Facility Fee 501-999 - with RC LG - Aquatic Rep Approval Required	1.00	\$0.00
AP-HSSAQU602	2017 LTS Facility Fee 76-500 - with RC LG - Aquatic Rep Approval Required	1.00	\$0.00
AP-HSSPRO102	Administering Emergency Oxygen	1.00	\$0.00
AP-HSSPRO102C	Administering Emergency Oxygen Challenge	1.00	\$0.00
AP-HSSPRO102R	Administering Emergency Oxygen Review	1.00	\$0.00
AP-HSSSFA303	Adult and Pediatric CPR/AED	1.00	\$0.00
AP-HSSSFA513	Adult and Pediatric CPR/AED	1.00	\$0.00
AP-HSSSFA303C	Adult and Pediatric CPR/AED Challenge	1.00	\$0.00
AP-HSSSFA303R	Adult and Pediatric CPR/AED Review	1.00	\$0.00
AP-HSSSFA436	Adult and Pediatric First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	1.00	\$0.00
AP-HSSSFA436C	Adult and Pediatric First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	1.00	\$0.00
AP-HSSSFA436R	Adult and Pediatric First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	1.00	\$0.00
AP-HSSSFA107	Adult CPR/AED	1.00	\$0.00
AP-HSSSFA511	Adult CPR/AED	1.00	\$0.00
AP-HSSSFA302R	Adult CPR/AED and Pediatric CPR Review	1.00	\$0.00
AP-HSSSFA107C	Adult CPR/AED Challenge	1.00	\$0.00
AP-HSSSFA107R	Adult CPR/AED Review	1.00	\$0.00
AP-HSSSFA302	Adult CPR/AED with Pediatric CPR	1.00	\$0.00
AP-HSSSFA302C	Adult CPR/AED with Pediatric CPR Challenge	1.00	\$0.00
AP-HSSSFA414	Adult CPR/AED, Pediatric CPR and First Aid	1.00	\$0.00
AP-HSSSFA414C	Adult CPR/AED, Pediatric CPR and First Aid Challenge	1.00	\$0.00
AP-HSSSFA414R	Adult CPR/AED, Pediatric CPR and First Aid Review	1.00	\$0.00
AP-HSSSFA514	Adult First Aid/CPR/AED	1.00	\$0.00
AP-HSSSFA404	Adult First Aid/CPR/AED	1.00	\$0.00
AP-HSSSFA514	Adult First Aid/CPR/AED	1.00	\$0.00
AP-HSSSFA514BBP	Adult First Aid/CPR/AED and Bloodborne Pathogens	1.00	\$0.00
AP-HSSSFA404C	Adult First Aid/CPR/AED Challenge	1.00	\$0.00
AP-HSSSFA404R	Adult First Aid/CPR/AED Review	1.00	\$0.00
AP-HSSAQU302	Basic Water Rescue	1.00	\$0.00
AP-HSSAQU302C	Basic Water Rescue Challenge	1.00	\$0.00
AP-HSSAQU302R	Basic Water Rescue Review	1.00	\$0.00
AP-HSSPRO101	CPR/AED for Professional Rescuers and Health Care Providers	1.00	\$0.00



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AP-HSSPRO101C	CPR/AED for Professional Rescuers and Health Care Providers Challenge	1.00	\$0.00
AP-HSSPRO101R	CPR/AED for Professional Rescuers and Health Care Providers Review	1.00	\$0.00
AP-HSSPRO401	CPR/AED for Professional Rescuers and Health Care Providers with First Aid	1.00	\$0.00
AP-HSSPRO401C	CPR/AED for Professional Rescuers and Health Care Providers with First Aid Challenge	1.00	\$0.00
AP-HSSPRO401R	CPR/AED for Professional Rescuers and Health Care Providers with First Aid Review	1.00	\$0.00
AP-HSSSFA510	First Aid	1.00	\$0.00
AP-HSSSFA101	First Aid	1.00	\$0.00
AP-HSSSFA101C	First Aid Challenge	1.00	\$0.00
AP-HSSSFA101R	First Aid Review	1.00	\$0.00
AP-HSSSFA801	First Aid/CPR/AED Instructor	1.00	\$0.00
AP-HSSAQU101	Junior Lifeguarding	1.00	\$0.00
AP-HSSAQU402	Lifeguarding	1.00	\$0.00
AP-HSSAQU402	Lifeguarding	1.00	\$0.00
AP-HSSAQU407	Lifeguarding and Bloodborne Pathogens Training	1.00	\$0.00
AP-HSSAQU407R	Lifeguarding and Bloodborne Pathogens Training Review	1.00	\$0.00
AP-HSSAQU408	Lifeguarding and Emergency Oxygen	1.00	\$0.00
AP-HSSAQU408R	Lifeguarding and Emergency Oxygen Review	1.00	\$0.00
AP-HSSAQU410	Lifeguarding and Waterfront Skills	1.00	\$0.00
AP-HSSAQU409	Lifeguarding and Waterpark Skills	1.00	\$0.00
AP-HSSAQU409R	Lifeguarding and Waterpark Skills Review	1.00	\$0.00
AP-HSSAQU451	Lifeguarding Basic-Level test for Lifeguarding Instructors	1.00	\$0.00
AP-HSSAQU803	Lifeguarding Instructor	1.00	\$0.00
AP-HSSAQU402R	Lifeguarding Review	1.00	\$0.00
AP-HSSSFA614	Primeros auxilios, RCP y DEA para adultos y pediátricos en español	1.00	\$0.00
AP-HSSAQU401	Shallow Water Lifeguarding	1.00	\$0.00
AP-HSSAQU401R	Shallow Water Lifeguarding Review	1.00	\$0.00
AP-HSSAQU420R	Shallow Water Lifeguarding, Waterpark & Emergency Oxygen Review	1.00	\$0.00
AP-HSSSFA614C	Spanish Adult and Pediatric First Aid/CPR/AED Challenge (Curso de prueba de primeros auxilios, RCP y DEA pediátricos y para adultos)	1.00	\$0.00
AP-HSSSFA614R	Spanish Adult and Pediatric First Aid/CPR/AED Review (Curso de repaso de primeros auxilios, RCP y DEA pediátricos y para adultos)	1.00	\$0.00
TRAININGFLATFEE	5BBI 5@Training Flat Fee	%00	25,000.00
AP-HSSAQU808	Water Safety Instructor Course	1.00	\$0.00
AP-HSSAQU403	Waterfront Skills	1.00	\$0.00
AP-HSSAQU403R	Waterfront Skills Review	1.00	\$0.00
AP-HSSAQU404	Waterpark Skills	1.00	\$0.00
AP-HSSAQU404R	Waterpark Skills Review	1.00	\$0.00



Preparedness and Health and Safety Services

*Note: Quantities are estimates. The ANNUAL Training Flat Fee is due at the beginning of each twelve (12) month period of the term of the Agreement. Additional classes can be added as needed. Please contact your Red Cross representative as listed on Appendix A 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

Invoice

Red Cross PO#

CityofAustinParksRecreationDepartment0315


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Preparedness and Health and Safety Services Licensed Training Provider Agreement

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

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

1. Texas	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)

Licensed Training Provider Agreement – Appendix D

Terms and Conditions

By submitting an Offer, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Section 36 shall apply only to a Contract to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. This Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. [Intentionally Omitted]
4. [Intentionally Omitted]
5. [Intentionally Omitted]
6. [Intentionally Omitted]
7. [Intentionally Omitted]
8. [Intentionally Omitted]
9. [Intentionally Omitted]
10. [Intentionally Omitted]
11. [Intentionally Omitted]
12. **INVOICES**:
 - A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - B. Proper Invoices will be in accordance with the Licensed Training Provider Agreement (the "LTP Agreement") incorporated by reference into the Contract.
 - C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
 - D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
 - E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.
13. **PAYMENT**:
 - A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
 - B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except,**

if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
 - D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. failure of the Contractor to comply with any material provision of the Contract Documents.
 - E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
 - F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
 - G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract and the City shall cease to teach any additional classes upon knowledge of inadequate Appropriation of funds, within 14 calendar days of any such non-appropriation or reduction in appropriations. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited

to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

- ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. [Intentionally Omitted].

17. **AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor.
- C. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor.

19. **WARRANTY-PRICE:**

- A. The Contractor warrants that, based upon the Parties' anticipated number of participants, Contractor prices quoted in the Offer are not greater than the Contractor's current standard.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently and without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

20. [Intentionally Omitted]

21. [Intentionally Omitted]

22. [Intentionally Omitted]

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts upon immediate written notice to the Contractor as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT:** A party shall be in default under the Contract if it (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted as and when required under this Contract. This section does not apply to any failure of the City to pay any amounts owed under this Contract, for which the Texas Prompt Payment Act, currently codified at chapter 2250 of the Texas Government Code, provides the Contractor's sole remedy.

27. **TERMINATION FOR CAUSE:** In the event of a default by either party, the other party shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Either party may place the other party on probation for a specified period of time within which the other party must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the non-defaulting party determines the other party has failed to perform satisfactorily during the probation period, the non-defaulting party may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law. This section does not apply to any

failure of the City to pay any amounts owed under this Contract, for which the Texas Prompt Payment Act, currently codified at chapter 2250 of the Texas Government Code, provides the Contractor's sole remedy.

28. **TERMINATION WITHOUT CAUSE:**

- A. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- B. The Contractor shall have the right to terminate the Contract, in its entirety, without cause any time upon two hundred seventy (270) calendar days' prior written notice. Upon receipt of a notice of termination, the City will be entitled to complete any training course currently in process at the time the Contractor gives notice.

29. **FRAUD:** Fraudulent statements by either party on any Offer or in any report or deliverable required to be submitted by either party to the other party shall be grounds for the termination of the Contract for cause by such party and may result in legal action.

30. **DELAYS:**

- A. The City may delay scheduled delivery or other due dates by reasonable written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 7.6 of the LTP Agreement. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY AND LIABILITY:**

- A. Definitions:
 - i. "Indemnified Claims" shall include (to the extent caused by a Party) any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including reasonable attorney and other professional fees, for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS (AS APPLICABLE) HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS SOLELY TO THE EXTENT CAUSED BY THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE, IN WHOLE OR IN PART, FOR AN INDEMNIFIED CLAIM.**

C. To the extent allowed by Texas law, the City agrees that it is responsible to the exclusion of any such responsibility of Contractor for its own proportionate share of liability for its negligent acts and omissions for claims, suits, and causes of action, including claims for property damage, personal injury and death, arising out of or connected to this Agreement and as determined by a court of competent jurisdiction, provided that the execution of this Agreement will not be deemed a negligent act.

32. **INSURANCE:** Reserved

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID. PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall not become property of the City upon receipt. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: any claim that the City's exercise anywhere in the world of the license rights, and its use of the Deliverables infringes the intellectual property rights of any third party except to the extent the claimed infringement or misappropriation is based on or results in any material part from (a) any use of the course materials other than in accordance with warranties stated in this agreement or in accordance with an instructor's American Red Cross certification, or (b) any unauthorized modification or alteration of the course materials, . In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential

Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures in compliance with applicable laws, regulations and orders, but, no event less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. [Intentionally Omitted]
39. **ADVERTISING**: Neither party shall advertise or publish, without the other party's prior written consent, the fact that either party has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: Neither party shall be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: No right or interest in the Contract shall be assigned and no obligation shall be delegated by either party without the prior written consent of the other party. Any attempted assignment or delegation by either party shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the Parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract together with the Authorized Provider Agreement by and between the parties (the "AP Agreement") is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. In the event of a conflict between the terms of this Agreement or the AP Agreement, the AP Agreement shall govern. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contractor AP Agreement. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:** See LTP Agreement.
49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of either party to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or

making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
 - i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are

not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

THE AMERICAN NATIONAL RED CROSS

DocuSigned by:
Stephanie Darimont
3711112F-8964486
Signature

Stephanie Darimont

Printed Name of Authorized Person

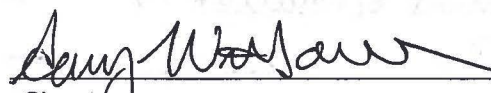
Aquatic Specialist

Title

12/12/2017

Date

THE CITY OF AUSTIN


Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist IV

Title

12/13/17

Date



American Red Cross

Training Provider

Resource Guide

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WELCOME

Thank you for choosing to be a training provider for the American Red Cross. As a Red Cross training provider, your organization has joined a long tradition of providing life-saving education and training throughout the United States dating back to 1909.

Purpose of the Resource Guide

This *American Red Cross Training Provider Resource Guide* provides your organization with the basic information it needs to serve as an American Red Cross Authorized Provider (AP) or Licensed Training Provider (LTP). For information about your responsibilities as an AP or LTP and the responsibilities of the Red Cross to you, refer to your *Authorized Provider Agreement* or *Licensed Training Provider Agreement*.

Types of Red Cross Training Providers

Both Authorized Providers and Licensed Training Providers are companies or individuals licensed to use Red Cross training materials in the instruction of Red Cross training courses based on their contractual agreement with the Red Cross:

- An **Authorized Provider** is a company, organization or individual that signs an *Authorized Provider Agreement* licensing the AP to teach Red Cross courses to individuals within the AP's company or organization.
- A **Licensed Training Provider** is a company or self-employed individual that is an independent business offering Red Cross training to outside companies, organizations or individuals as permitted through their *Licensed Training Provider Agreement*.

The *American Red Cross Training Provider Resource Guide* provides information about the resources available to you and your instructors in preparing for and delivering Red Cross training programs.

ABOUT THE RED CROSS

Proceeds from Red Cross training support the life-saving mission of the Red Cross - including disaster relief, blood collection and Services to the Armed Forces.

Global Red Cross and Red Crescent Network

The Global Red Cross and Red Crescent Network is the largest humanitarian network in the world, with a presence in almost every country. The global network is unified and guided by seven Fundamental Principles.

Humanity

The Global Red Cross and Red Crescent Network, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavors, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

Impartiality

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavors to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

Neutrality

In order to continue to enjoy the confidence of all, the Network may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

Independence

The Network is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

Voluntary Service

It is a voluntary relief movement not prompted in any manner by desire for gain.

Unity

There can be only one Red Cross or Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

Universality

The Global Red Cross and Red Crescent Network, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

American Red Cross

Mission

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

Vision Statement

The American Red Cross, through its network of volunteers, donors and partners, is always there in times of need. We aspire to turn compassion into action so that:

- All people affected by disaster across the country and around the world receive care, shelter and hope;
- Our communities are ready and prepared for disasters;
- Everyone in our country has access to safe, lifesaving blood and blood products;
- All members of our armed services and their families find support and comfort whenever needed; and
- In an emergency, there are always trained individuals nearby, ready to use their Red Cross skills to save lives.

History

Clara Barton and a circle of her acquaintances founded the American Red Cross in Washington, D.C. on May 21, 1881. Barton first heard of the Swiss-inspired global Red Cross network while visiting Europe following the Civil War. Returning home, she campaigned for an American Red Cross and for ratification of the Geneva Convention protecting the war-injured, which the United States ratified in 1882.

The American Red Cross Today

Today, the supporters, volunteers and employees of the American Red Cross provide compassionate care in five critical areas:

- People affected by disasters in America
- Support for members of the military and their families
- Blood collection, processing and distribution
- Health and safety education and training
- International relief and development

For additional information, visit redcross.org.

RESOURCES FOR RED CROSS TRAINING PROVIDERS

Instructor's Corner

Instructor's Corner is a password-protected website providing access to a variety of resources for certified American Red Cross instructors and instructor trainers (ITs). Features include:

- **Instructor tools and teaching aids** – Find downloadable resources such as instructor's manuals, participant materials for many programs, instructor trainer guides, course presentations and video segments, program fact sheets, and the annual course and price list.
- **How-To videos** – Reference these videos about a variety of topics such as reporting teaching activity, checking certifications and teaching history, and setting up and reporting blended learning courses, troubleshooting and more.
- **Discussion forum** – The Forum allows instructors and instructor trainers the opportunity to interact, ask questions and discuss a variety of topics with instructors across the country.
- **Click-to-chat functionality and online customer service support case submission** – Instructors and instructor trainers can chat with a Training Support Center (TSC) representative and submit/track support cases online.
- **Certification Details** – Instructor and instructor trainer certifications and expiration dates listed on a personalized, secure home page.
- **Search** – Similar to using a search engine, search capabilities make finding documents easy.

Instructors and instructor trainers must have an American Red Cross Learning Center account and be certified as an instructor or instructor trainer to access Instructor's Corner. Instructors and instructor trainers will create a learning center account through their certification course (see the [Instructors and Instructor Trainers](#) section below for more detail on instructor and IT certification courses). Instructor's Corner may be accessed at www.instructorscorner.org.

Red Cross Store

The Red Cross Store is an online store providing 24 hours a day, 7 days a week ability to order a variety of training supplies and products, including:

- Training program materials such as instructor and participant manuals, textbooks and DVDs
- Training supplies including CPR manikins, AED training devices, breathing barriers and pocket masks
- First aid and emergency preparedness kits
- Red Cross apparel and accessories

For more information, visit the Red Cross Store at www.redcrossstore.org.

Training Support Center

The Training Support Center (TSC) is available to assist training providers with program inquiries, course record entry, billing inquiries and other support functions for administrators, instructors and instructor trainers. TSC representatives are available through the "Click to Chat" or "Create a Support Case" functionality on the Instructor's Corner "Contact Us" page, by e-mail at support@redcrosstraining.org, or by phone at 1-800-RED-CROSS.

The hours of operation for the TSC are:

Monday—Friday from 7:30 a.m. to 11:00 p.m. ET

Saturday from 7:30 a.m. to 8:00 p.m. ET

RED CROSS TRAINING PROGRAMS

The Red Cross offers a broad range of training programs for both the lay public and professional responders in the areas of first aid, CPR/AED, swimming and water safety, and caregiving.

Information including an Instructor Bulletin detailing key information on instructor certification requirements and course options for program can be found on each program page of Instructor's Corner (www.instructorscorner.org) in the "Materials" section.

Your *Authorized Provider Agreement* or *Licensed Training Provider Agreement* details the training program or programs that your organization is licensed to teach. To add training programs to your *Authorized Provider Agreement* or *Licensed Training Provider Agreement*, contact your sales representative.

First Aid and CPR training programs for organizations, schools and the community:

First Aid/CPR/AED

The purpose of the courses in the First Aid/CPR/AED program is to help participants recognize and respond appropriately to cardiac, breathing and first aid emergencies to know how to care for a suddenly injured or ill person until more advanced medical personnel arrive and take over.

The First Aid/CPR/AED program is available in two delivery formats: classroom (instructor-led) and blended learning, featuring online simulation learning followed by an in-person skills session.

The program offers the flexibility of selecting First Aid, CPR and AED courses for adults, children and infants depending upon your training needs. With a variety of course options and delivery formats, courses in the First Aid/CPR/AED training program range from 3 hours to 6 hours in duration.

English and Spanish versions of the program are available.

The First Aid/CPR/AED training program includes supplemental, add-on training modules for more advanced training and certification in key topics including OSHA-mandated Bloodborne Pathogens Training, Anaphylaxis and Epinephrine Auto-Injector, Asthma Inhaler Training, and Administering Emergency Oxygen,

Responding to Emergencies: Comprehensive First Aid/CPR/AED

Responding to Emergencies (RTE) is a 30-hour, lay-level first aid and CPR/AED program designed primarily for high schools and colleges that require a curriculum that can be taught over the course of a semester and adapted to a variety of course outlines. The program is available in a classroom (instructor-led) only format and features an integrated teaching approach that includes classroom lecture, videos, simulated emergency situations, discussion and hands-on skills practice.

Content for the RTE program includes:

- Recognizing and responding appropriately to cardiac, breathing and first aid emergencies
- First aid, CPR and AED skills to give immediate care to a suddenly injured or ill person
- Proper care and special considerations for emergencies involving adults, children and infants
- Injury management, medical emergencies and healthy lifestyle tips

Wilderness and Remote First Aid

The Wilderness and Remote First Aid program is designed to teach individuals how to use first aid skills to help in emergency situations where help is delayed. The program is based on the 2010 Boy Scouts of America (BSA) Wilderness First Aid Curriculum and Doctrine Guidelines.

The Wilderness and Remote First Aid program is appropriate for audiences from youth-serving organizations as well as adults who participate in outdoor recreational activities or who work in remote settings where emergency medical services (EMS) response is more than 1 hour away.

The Wilderness and Remote First Aid program emphasizes experiential learning and major portions of the course are meant to be taught in outdoor settings.

First Aid and CPR training programs for healthcare providers and professional rescuers:

Basic Life Support for Healthcare Providers

The purpose of the Basic Life Support for Healthcare Providers (BLS) program is to ensure that healthcare providers have the knowledge and skills necessary to respond to breathing and cardiac emergencies. The course emphasizes active, hands-on learning and uses scenario activities to help participants learn how to provide CPR, use an AED and relieve an obstructed airway for adult, child and infant patients.

The Basic Life Support for Healthcare Providers program is available in two delivery formats: classroom (instructor-led) and blended learning, featuring online simulation learning followed by an in-person skills session.

CPR/AED for Professional Rescuers

The CPR/AED for Professional Rescuers (CPRO) program trains individuals with a duty to act including lifeguards, EMS personnel, police, security personnel, firefighters and athletic trainers — to respond to breathing and cardiac emergencies in adults, children and infants until more advanced medical personnel take over.

This course is also intended for individuals serving in roles that would be called upon to provide support in emergency situations, such as aquatic facility, gym/fitness club or community/recreation center staff.

Emergency Medical Response

The purpose of the American Red Cross Emergency Medical Response program is to train participants in the knowledge and skills of an emergency medical responder (EMR) to help sustain life, reduce pain and minimize the consequences of injury or sudden illness until more advanced medical personnel take over.

Ideal for corporate emergency response teams, law enforcement, security officers, or students wishing to begin a career in public safety or healthcare upon graduation, this 56-hour classroom (instructor-led) course is designed to meet or exceed National Emergency Medical Services Education Standards Emergency Medical Responder Instructional Guidelines.

Title 22 – California First Aid for Public Safety Personnel

In accordance with the requirements of Title 22 of the California Code of Regulations, the purpose of the First Aid for Public Safety Personnel (FAPSP) course is to train lifeguards, fire fighters, and peace officers in the knowledge and skills necessary to help sustain life, reduce pain, and minimize the consequences of injury or illness until more advanced medical help arrive.

Aquatics, Swimming and Water Safety programs

Lifeguarding

The purpose of the Lifeguarding program is to train lifeguards to act with speed and confidence in emergency situations both in and out of the water. Topics include water rescue skills, surveillance and recognition, first aid, breathing and cardiac emergencies, CPR, AED and more.

Courses within the Lifeguarding Program include Lifeguarding (for facilities with pool depths greater than 7 feet), Shallow Water Lifeguarding (for facilities with pool depths less than or equal to 5 feet) and Aquatic Attraction Lifeguarding (for facilities with aquatic attractions and pool depths less than or equal to 3 feet). Lifeguarding courses are available in both the traditional, instructor led delivery as well as blended learning delivery, which combines eLearning with in-person skill practice.

Swimming and Water Safety

The Swimming and Water Safety Program teaches people of different ages and abilities how to be safe in, on or around the water and how to swim. In a logical progression, the program covers the knowledge and skills needed for aquatic skill development. As participants develop these skills, they become safer and better swimmers.

The Swimming and Water Safety program contains the following basic level courses and presentations:

- Parent and Child Aquatics (2 levels)
- Preschool Aquatics (3 levels)
- Learn-to-Swim (6 levels)
- Adult Swim (3 levels)
- Private Swim Lessons
- Water Safety Today
- Personal Water Safety
- Basic Water Rescue
- Small Craft Safety
- Home Pool Essentials: Maintenance and Safety (online only course)
- Water Safety Presentations:
 - General Water Safety
 - Home Pool Safety
 - Parent Orientation to Swim Lessons
 - Sun Safety
 - Rip Current Safety

The Swimming and Water Safety program offers two paths for instructor certification:

- Water Safety Instructor
- Basic Swim Instructor

Safety Training for Swim Coaches

The American Red Cross Safety Training for Swim Coaches program, which uses a blended learning delivery method that combines online knowledge acquisition and an in-water skills session. This program was developed in partnership with USA Swimming to teach those involved in competitive swimming, including coaches, officials, athletic trainers and aquatic exercise trainers, how to help:

- Maintain a comfortable and safe environment for swimmers.
- Prevent accidents and emergencies.
- Respond to swimmers with illnesses or injuries in water or on land.

The 6-hour full course combines web-based delivery of content, an online exam and a facility-based, in-water skills session. Other course options include an online-content only option (for coaches who have current American Red Cross Lifeguarding/First Aid/CPR/AED or Shallow Water Lifeguarding First Aid/CPR/AED certification).

Longfellow's WHALE Tales

The American Red Cross created Longfellow's WHALE Tales to help teachers and youth leaders teach children about safe behavior in, on and around the water. WHALE is an acronym for Water Habits Are Learned Early. The materials in the Longfellow's WHALE Tales K–6 Educational Packet are designed to give children an awareness of being safe around the water and to promote healthful aquatic recreation.

The American Red Cross Longfellow's WHALE Tales lessons teach children about water safety in different environments, such as pools, waterparks, oceans, lakes and rivers. It teaches them about water hazards around the home and neighborhood and covers sun safety, boating safety and much more. The program features fun, animated videos; colorful posters; stickers; activity worksheets; illustrated, color fact sheets; and three types of completion certificates. These leader-led program materials are available on Instructor's Corner (for instructors) and on redcross.org/whale-tales for individuals without access to Instructor's Corner.

Training programs for youth interested in becoming babysitters within their neighborhoods:

Babysitter's Training

The purpose of the Babysitter's Training program is to provide youth who are planning to babysit with the knowledge and skills necessary to safely and responsibly give care for children and infants. This course – designed for youth ages 11 to 15 – helps participants to develop leadership skills; learn how to develop a babysitting business, keep themselves and others safe and help children behave; and learn about basic child care and basic first aid.

INSTRUCTORS AND INSTRUCTOR TRAINERS

Instructor Certification

Certification occurs when an instructor candidate successfully completes the instructor course or the instructor bridge course (if qualified) and is issued an instructor certification indicating that all requirements have been met on that date.

Before an instructor can teach, s/he must be affiliated with an Authorized Provider or Licensed Training Provider and must sign the *Instructor Agreement and Instructor Code of Conduct*.

Once certified, an instructor may provide training based upon the affiliation with the training provider and the training provider's agreement with the Red Cross:

- As an employee or volunteer for an Authorized Provider, an instructor may provide training to the AP's employees as indicated in the *Authorized Provider Agreement*.
- As an employee or volunteer for a Licensed Training Provider, an instructor may provide training to the LTP's customers as indicated in the *Licensed Training Provider Agreement*.

Instructor Courses

Instructor courses train individuals to be able to teach the course or courses within a specific program. Most Red Cross instructor courses are a blended learning format featuring an online introduction to the instructor course and an in-person portion. The online portion typically includes a review of the Red Cross mission and services, an overview of the training program and materials, and an introduction to the tools and resources available to instructors. Successful completion of the online introduction is required prior to attending the first session of the in-person portion of the instructor course.

The in-person portion is led by a certified Red Cross Instructor Trainer (IT) in the specific program area and includes a precourse skills assessment, a review of the training program and materials, and features multiple practice-teaching assignments allowing instructor candidates the opportunity to practice teaching sections of the course for which they will be receiving an instructor certification

Upon successful completion of the instructor course, individuals will be granted a Red Cross Instructor certification permitting them to teach the course or courses within the training program area for a specific period of time, which is usually two years.

The specific prerequisites and details for instructor courses vary by training program. For information on instructor courses, visit the Instructor Candidates page for the training program of interest at <https://www.instructorscorner.org/s/welcome> (no login required).

To register for an instructor course in your area, interested instructor candidates can search for a class on the Red Cross website <https://www.redcross.org/take-a-class> or call 1-800-RED-CROSS.

For organizations wishing to train multiple instructor candidates, the Red Cross offers "Full Service" instructor courses in which a Red Cross Instructor Trainer delivers the instructor course on-site. For information on scheduling an instructor course at your location, contact your sales representative.

Instructor Bridging

Instructor bridging is an expedited instructor certification option that recognizes an individual's instructor certification and experience – either with the Red Cross or other national training organizations – in order to provide a Red Cross Instructor certification without the need to attend a full instructor course. Most instructor bridge courses are online only courses that are made available to eligible instructor candidates at no cost.

Individuals who qualify for and complete the instructor bridge course and process will be granted the same Red Cross instructor certification as an individual who completed the corresponding instructor course for the program.

Specific requirements for instructor bridges vary by training program and details can be found on the Instructor Candidate pages at <https://www.instructorscorner.org/s/welcome> (no login required).

Information for Instructor Candidates

The Instructor Candidate pages contain an extensive collection of resources and information for individuals interested in becoming a Red Cross certified instructor for various training programs. The Instructor Candidate pages are available at <https://www.instructorscorner.org/s/welcome> (no login required).

The program-specific pages available from this site contain:

- Instructor certification options and requirements
- Information candidates need to prepare to attend an instructor course
- Prerequisites and process information to complete an instructor bridge
- Program-specific Instructor Bulletins which include an overview of the key program details such as course-delivery options and lengths
- Course materials, equipment and supplies needed to conduct

Additionally, instructor candidate pages contain all digital program materials available to instructors for individuals who want to preview course materials without the obligation of purchasing print materials or to help instructor candidates prepare for their instructor course or instructor bridge.

Instructor Agreement and Instructor Code of Conduct

As part of the instructor certification and recertification process all Red Cross instructors are required to review and agree to the *Instructor Agreement and Instructor Code of Conduct*. Available on Instructor's Corner (www.instructorscorner.org) for certified instructors and the Instructor Candidates page (<https://www.instructorscorner.org/s/welcome> (no login required)), the *Instructor Agreement and Instructor Code of Conduct* outlines the Red Cross obligations to instructors and the instructors' obligation to the Red Cross related to the proper delivery and use of Red Cross training materials.

Instructor Get Started Guide

The Instructor Get Started Guide is a document for newly certified Red Cross instructors detailing the key initial steps that an instructor needs to complete in order to begin teaching Red Cross programs based on their new Instructor certification.

Key items featured in the Instructor Get Started Guide include:

- Ensuring instructors are appropriately aligned in the Red Cross Learning Center to the Authorized Provider and/or Licensed Training Provider organizations for whom the instructor will be teaching.
- Updating their user profile in the Red Cross Learning Center to ensure the instructor's profile includes contact information required for the Red Cross to be able to communicate critical program and administrative information throughout the instructor's certification period.
- Accessing Instructor's Corner and ensuring instructors are familiar with the various resources available within that site.
- Links to Additional Resources for instructors such as the Red Cross Store, the Course Record Entry Portal, and the Red Cross Learning Center.

The Instructor Get Started Guide is distributed to instructors at the completion of their instructor course and is available on Instructor's Corner (www.instructorscorner.org) in the "Onboarding" area.

Instructor Trainers

Instructor Trainers are individuals certified to teach Red Cross instructor courses to certify new Red Cross instructors. Similar to instructor requirements, in order for an instructor trainer (IT) to be able to teach instructor courses, the IT must:

- Be affiliated with an Authorized Provider or Licensed Training Provider
- Sign or agree to the *Instructor Trainer Agreement and Instructor Trainer Code of Conduct*.

Additionally, once certified as an IT, the IT is permitted to provide instructor training based upon their affiliation with the training provider and the training provider's agreement with the Red Cross.

Instructor Trainer Academies

Instructor Trainer Academies are training courses where instructor trainer candidates achieve their IT certification by participating in a training program led by a Red Cross Instructor Trainer Educator. IT Academy curriculum is focused on providing the IT candidates with the knowledge, skills, and familiarity with the Red Cross training program area so that the IT can train new instructors in:

- Skill expertise and mastery in the training program area,
- Facilitation and classroom management, and
- Understanding of Red Cross training tools, resources, and processes.

IT Academies are available for the First Aid/CPR/AED, Lifeguarding and Water Safety programs.

In order to attend an IT Academy, interested IT candidates must meet the qualifications and are required to complete an online application that includes providing details of the IT candidates' teaching experience to-date and information on the IT candidates' interest in becoming an IT. Once the application is submitted, a Red Cross Trainings Specialist reviews the application and contacts approved IT candidates with the steps to register for an IT academy.

A schedule of the nationwide IT Academy schedule and the specific requirements and process for IT applicants to apply to attend an IT Academy are available in the "IT Candidate" area of the "Instructor Lifecycle" area of Instructor's Corner (www.instructorscorner.org).

The Red Cross is always interested in partnering with organizations who would like to host an aquatic Instructor Trainer Academy at their facility. Program facility needs and requirements depend on the specific program area. Potential host facilities for aquatic Academies can complete the "Host IT Academy" application form located in the "Instructor Lifecycle" area of Instructor's Corner.

Instructor Trainer Bridging

Instructor Trainer bridging is an IT certification option for currently certified Red Cross ITs to become an IT in a different training program area. Similar to instructor bridge courses, the IT bridge programs are online only courses covering key program information with a focus on conducting the instructor course for that program area.

Like the IT Academy process, to be able to register for an IT bridge, qualified individuals are required to complete an online application for review by a Red Cross Training Specialist. Once the application is submitted, the Training Specialist reviews the application and contacts the IT candidate with the steps to register for the academy. IT bridges typically include a nominal fee due at registration.

For information on whether an IT bridge course is available for a program area and for qualification requirements, you should refer to the Instructor Bulletin available on the Instructor Candidate page for that program (<https://www.instructorscorner.org/s/welcome> (no login required)) or on the “Bridging” area of the “Instructor Lifecycle” section of Instructor’s Corner (www.instructorscorner.org).

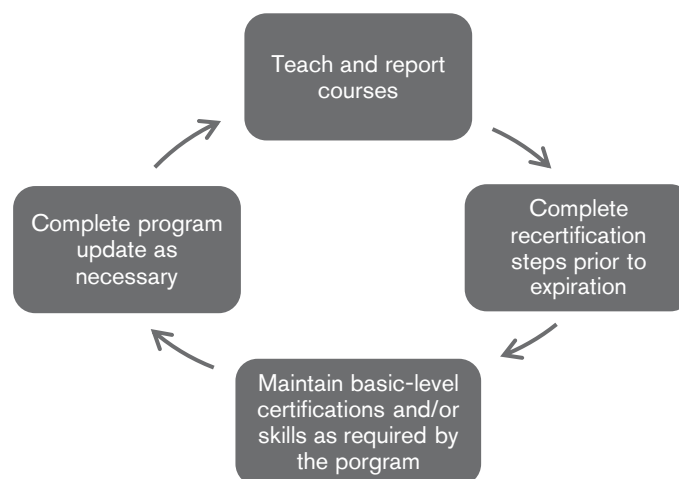
Instructor Trainer Agreement and Code of Conduct

Instructor Trainers are required to review and agree to the *Instructor Trainer Agreement and Instructor Trainer Code of Conduct* as part of their IT certification process. A copy of the latest *Instructor Trainer Agreement and Instructor Trainer Code of Conduct* is available on Instructor’s Corner (www.instructorscorner.org).

Maintaining Instructor and Instructor Trainer Certification

Requirements to maintain instructor and IT certification varies by training program; however, requirements typically include maintaining a basic-level certification in the program area, teaching at least one class during the two-year certification period, completing an online recertification assessment or – depending on the program area – an in-person review course, and completing any instructor/IT update course as required by the Red Cross following a program update. Online Instructor/IT recertification assessments and updates are typically available at no cost during the update period.

A visual of the typical instructor or instructor trainer lifecycle is provided below.



For more information on the instructor lifecycle and maintaining certification requirements, instructors and ITs should review the program Instructor Bulletin, instructor's manual and instructor trainer's guide and should review the contents of the "Instructor Lifecycle" section of Instructor's Corner (www.instructorscorner.org).

Learning Center

The Red Cross Learning Center is the website where instructors and instructor trainers manage their instructor or instructor trainer certifications, keep their contact information up-to-date and, if applicable, complete online recertification assessments and updates. The website address for the Learning Center is <https://classes.redcross.org>.

Quality Assurance

The Red Cross is the leader in quality health and safety training, and it maintains that status by ensuring instructors and instructor trainers are provided the tools, resources and information to allow them to adhere to Red Cross training standards. In addition to maintaining quality programs and resources for training providers and instructors/ITs, the Red Cross also performs quality assurance (QA) reviews and investigations as necessary to ensure the training standards are being met.

With each QA concern that is brought to our attention we thoroughly review all aspects of the issue(s) and gather fact based information from all parties involved. Once all the facts of the issue(s) have been gathered we cross reference those facts against the Instructor or Instructor Trainer Code of Conduct, the AP/LTP Agreement, and the appropriate instructor's manual or instructor trainer guide to determine the appropriate course of action.

This quality assurance program maintains integrity of Red Cross training and certification for our training providers and the individuals, workplaces and communities where they train.

Support for Instructors and Instructor Trainers

In addition to program materials such as the instructor manual and instructor bulletin, there are a variety of support tools and resources for Red Cross instructors and instructor trainers available on Instructor's Corner (www.instructorscorner.org):

iConnection Newsletter

The *iConnection* newsletter is an email newsletter sent to all Red Cross instructors and instructor trainers every six weeks. *iConnection* articles detail program updates and enhancements, answers to frequently asked questions related to content within Red Cross programs, and information on enhancements to instructor tools and resources to help instructors deliver Red Cross training programs.

To ensure they receive the *iConnection* newsletter, instructors and instructor trainers are required to maintain an updated profile and email address in the Red Cross Learning Center.

How-To Videos

A series of How-To Videos available on the home page and in the "Administration" section of Instructor's Corner (www.instructorscorner.org) provide a step-by-step walkthrough of key actions and processes for both new and experienced instructors with screenshots and narration. Topics covered include:

- Accessing the Red Cross Learning Center
- Accessing Your Instructor Certification Record
- Accessing Your Teaching History
- Entering Course Records for Courses with Fees
- Entering Course Records for Courses without Fees
- Setting Up an Instructor Course
- Conducting and Closing Out an Instructor Course
- Setting Up a Basic-Level Blended Learning Course (Direct Links)
- Instructor's Corner Site Orientation

Forum

Available in the “Forum” section of Instructor’s Corner (www.instructorscorner.org), the Forum is a collaboration space for instructors to discuss topics and to share information and best practices. Thousands of fellow instructors and instructor trainers from across the country participate in forums covering a variety of topics. Active groups include program specific groups such as First Aid/CPR/AED, Lifeguarding, and Water Safety Instructor as well as groups for instructor trainers and training networking.

Click-to-Chat and Support Center Case Submission

If instructors or instructor trainers have a question that is not adequately addressed through the Community or the resources available on Instructor’s Corner, Instructor’s Corner also includes capability for instructors or instructor trainers to submit a support case to the Training Support Center for non-urgent matters or to chat with a live representative for urgent matters.

CONDUCTING RED CROSS TRAINING PROGRAMS

Maintaining Training Standards

Quality, consistency and standardized delivery of courses are priorities of the American Red Cross. Red Cross courses are designed with standardized instructor outlines and lesson plans based on well-defined objectives to provide an optimal learning experience for a variety of participants. Many of the courses are designed to meet workplace certification and training requirements of different occupational settings, such as day care workers, workplace response teams, lifeguards, swim instructors and professional responders. Both the course participants and organizations that hire individuals with Red Cross certifications expect and depend on the quality training outlined in the program.

To meet the objectives of the courses and ensure standardized delivery, the course outlines and lesson plans included in the instructor manual must be followed. Facility availability or constraints, specific instructor-to-participant ratios, equipment-to-participant ratios or participant needs may necessitate the need to adapt the course outline while still maintaining the educational progression of the course. Adapting the training does not mean that instructors or instructor trainers can add to, delete or change content.

AP/LTP Course and Price Listing

The AP/LTP Course and Price Listing lists the courses available to training providers and their instructors. This list is organized by program area and includes course combinations and bundles to satisfy the various needs of training providers and their students.

Beginning in 2018, the Red Cross is implementing the practice of publishing an annual price list that will allow for modest price adjustments rather than larger increases that would more significantly impact our training providers.

The annual *AP/LTP Course and Price Listing* can be found on Instructor's Corner (www.instructorcorner.org) and will be provided to training providers via email each year well in advance of any pricing changes going into effect based upon our contracted agreements and terms and to allow our training providers to plan accordingly.

To have courses added to your *Authorized Provider Agreement* or *Licensed Training Provider Agreement*, contact your sales representative.

Training Equipment and Supplies

Many Red Cross training programs require specialized training equipment and supplies. The program's instructor's manual outlines the specific equipment needs for each course. Maintaining the equipment ratios outlined in the instructor's manual allows instructors to deliver quality training, stay within the timelines for the training, as well as to provide course participants the time they need to properly practice and learn skills.

Equipment used in Red Cross training must be maintained in good working order to ensure participant safety and effective practice. Equipment that is not in good working order detracts from participant's willingness to learn and practice effectively.

All equipment used in Red Cross training should be maintained according to manufacturer guidelines. Equipment such as CPR manikins should be cleaned after each use according to the manufacturer guidelines. More details on manikin decontamination is available in instructor's manuals for courses that teach CPR and AED. When using equipment during training, training providers should ensure that instructors take all the necessary safety precautions.

Equipment and supplies such as CPR manikins, AED trainers and accessories are available for purchase from the Red Cross Store (www.redcrossstore.org).

Training Materials

Training materials for Red Cross programs including instructor's manuals, course presentation slides and videos are available in digital format on Instructor's Corner or for purchase from the Red Cross Store. To prepare for classes, instructors can download digital versions of participant materials for most programs from Instructor's Corner.

Print versions of participant materials can also be purchased from the Red Cross Store. Participants can download free digital course materials for most courses from www.redcross.org/participantmaterials.

Delivering Blended Learning Courses

The Red Cross offers a variety of blended learning course options for basic-level courses, instructor-level courses, and IT Academy training. Blended learning courses feature a combination of online learning and an in-person, classroom experience saving in-person training time while allowing course participants the flexibility to complete the online content at their convenience.

Direct Links

Rather than requiring the purchase of online keys and/or additional administrative course setup, Red Cross basic-level blended learning for the First Aid/CPR/AED, Basic Life Support for Healthcare Providers, Lifeguarding, and CPR/AED for Professional Rescuers programs use the Direct Links platform to provide participants access to the online content.

Instructors can easily access and send the Direct Link for First Aid/CPR/AED, Basic Life Support, Lifeguarding and CPR/AED for Professional Rescuers courses to their class participants. At the completion of the online content, participants print a completion record from the online course to bring to the in-person portion of the blended learning class.

A *Direct Links Resource Guide* is available on Instructor's Corner to provide an overview and step-by-step guide for instructors to use this platform. To find the resource guide, instructors should navigate to the "Administration" tab of Instructor's Corner (www.instructorscorner.org) and click the "Direct Links" section.

This area also includes other resources related to the online portion of blended learning including email templates for sending the online course information to course participants as well as troubleshooting tips for accessing and completing the online learning.

Instructor Course Blended Learning Set-Up

For instructor-level courses, the online content for blended learning is completed through the Red Cross Learning Center. This process requires the instructor course to be set up in advance with the

assistance of the Training Support Center. Details and information on how to set up blended learning through this method are available on Instructor's Corner on the "Administration" tab of Instructor's Corner (www.instructorscorner.org) in the "Blended Learning" section.

Reporting Course Activity

Collection of information on course activity benefits both your organization and the Red Cross by:

- Providing records on students trained, which can be used by your organization to verify training requirements have been met.
- Providing statistics that help in health and safety program evaluation.
- Assisting in monitoring for quality assurance.
- Tracking instructor activity for maintaining instructor certification and recognition purposes.

Submitting Training Records Through the Course Record Entry System

The Course Record Entry (CRE) System is the site where course records can be entered or Learn-to-Swim training can be managed. The portal allows instructors to request digital certificates and make payments. Training providers are responsible for ensuring that your instructors submit training records in a timely manner upon completion of each class as indicated in program materials.

Upon submission of each course record, the instructor will select the payment option and is responsible to ensure the number of students and price per student including any promotional discounts is correct. Please be sure to provide your instructor(s) with guidance about your organization's pricing.

The website for the Course Record Entry System is www.redcross.org/courserecords. This site can also be accessed from a link on the Home page of Instructor's Corner. Additionally, a How-To Video for using the Course Record Entry System to submit course records along with a step-by-step document is available on Instructor's Corner.

Obtaining Course Completion Certificates

Digital certificates are available to students once the training fees have been paid. All students whose email address is entered in the Course Record Entry System will receive an email with a link to their certificate. Instructors can also print certificates immediately from the Course Record Entry System.

Certificates are available in two formats: 8.5" x 11" that can be printed or distributed electronically via email and wallet-size which are designed to be printed on standard business card cardstock.

In addition to email, participants may also obtain copies of their Red Cross certification by entering the required information on the Get Certificate of Completion Page at redcross.org/getcertificate.

Digital certificates include an alpha-numeric identifier and a QA code which allows the certificate to be validated by electronic means. Employers can verify participants' Red Cross certification by entering the 6-digit alpha numeric identifier on the Certificate Verification Page at redcross.org/confirm.

Additional information on digital certificates including a frequently asked questions document can be found on Instructor's Corner (www.instructorscorner.org) in the "Digital Certs" section on the "Administration" tab.

Payment Options

Payment for course records submitted in the Course Record Entry (CRE) system can be made by credit card or your organization may submit a purchase order if your organization has been approved for invoicing. Details on invoicing requirements and terms are outlined in your *Authorized Provider Agreement* or *Licensed Training Provider Agreement*. Invoices can be paid by check, ACH/EFT or credit card. Contact Billing Support to pay by credit card or set up ACH/EFT at the number displayed on the invoice. For more information on payment options for training and supplies, visit www.redcross.org/PHSSBilling to view billing frequently asked questions (FAQs).

AWARD AND ALLIANCES

Lifesaving Awards

The Certificate of Merit Award

The highest award given by the American Red Cross to an individual or team of individuals who save or sustain a life. The Certificate of Merit award is signed by the Chairman of the American Red Cross and the President of the United States, who is the Honorary Chairman of the American Red Cross.

The Lifesaving Award (for Professional Responder and Healthcare Providers)

Given to an individual or team of individuals who saves or sustains a life outside of a medical setting and had an obligation to respond as part of employment (e.g., on-duty lifeguards; police, fire and EMS personnel responding to a 9-1-1 call; professional health care workers). The certificate is signed by the Chairman of the American Red Cross and the President and CEO of the American Red Cross.

More information, including a nomination form for Red Cross Lifesaving Awards, can be found on Instructor's Corner at www.instructorcorner.org.

OSHA Alliance

On May 19, 2005, the American Red Cross and the Occupational Safety and Health Administration (OSHA) signed an Alliance agreement geared towards preparing employers and their employees to respond to disasters, life-threatening injuries and other emergencies.

Through this agreement, the Red Cross and OSHA will provide information, guidance and access to training resources on health and safety topics including emergency preparedness, disease prevention and first aid in the workplace.

More information about the alliance is available on the OSHA National Alliances website: https://www.osha.gov/dcsp/alliances/red_cross/red_cross.html.

American Red Cross Scientific Advisory Council

The American Red Cross Scientific Advisory Council is an independent panel of nationally recognized health and safety experts that helps establish the standard in first aid care and water safety. Drawing on a body of collective expertise from such diverse fields as emergency medicine, occupational health, sports medicine, school health, emergency medical services (EMS) response and disaster mobilization, the Council advises the Red Cross in areas related to the development and dissemination of audience-appropriate information and training in first aid and water safety.

More information on the Scientific Advisory Council including scientific advisory statements and from the Council's bi-annual proceedings is available on the Instructor's Corner Science page: <http://www.instructorcorner.org/s/science>.

PERMISSIONS

Promoting Red Cross Courses

The American Red Cross has established graphic standards and guidelines for the use of the Red Cross name and logo. Red Cross training providers may use the name and logo when promoting and advertising American Red Cross courses, provided that the Red Cross name and logo appear in conjunction with one of the following statements:

- Proud Provider of American Red Cross Health and Safety Training
- Proud Provider of American Red Cross Lifeguarding
- Proud Provider of American Red Cross Learn-to-Swim
- Proud Provider of American Red Cross First Aid, CPR and AED Training
- Proud Provider of American Red Cross Caregiving Training

Such use of the **Red Cross name and logo** by training providers is permitted on:

- Websites and web properties used to promote classes
- Brochures, flyers and promotional material as provided electronically by American Red Cross
- Brochures, flyers and promotional materials developed by the training provider, subject to our Brand Standards and the additional guidance outlined below

The Red Cross name may be used on business cards and letterhead in conjunction with one of the statements set forth above. The Red Cross logo cannot be used on business cards and letterhead.

Please refer to redcross.org/brand for downloadable Red Cross logos.

Copyright Permission Requests

American Red Cross materials are proprietary and subject to copyright protection. The American Red Cross vigorously protects its materials to preserve their integrity and to protect them against exploitation by others. Training Providers are not authorized to edit or modify any American Red Cross material. Further you may not create derivative works of any American Red Cross material. Under clearly defined criteria, the American Red Cross may grant permission to use text, photographs, illustrations and audiovisual material from the American Red Cross.

Training Providers that wish to reproduce copyrighted American Red Cross Preparedness and Health and Safety Services materials must first obtain written permission from the American Red Cross. Improper use of American Red Cross materials or propriety content may result in immediate withdrawal of permission to use American Red Cross materials, and/or cancellation of the *Authorized Provider Agreement* or *Licensed Training Provider Agreement*. Training providers and instructors who have questions should contact their sales representatives or the Training Support Center.

Translations into Other Languages

The translation of American Red Cross materials into another language requires prior written approval from American Red Cross. Additional requirements may also apply. Contact your sales representative or the Training Support Center for more information.

Training Outside the Jurisdiction of the American Red Cross

The American Red Cross is not permitted to solicit, deliver services or provide program support for instructors, companies, agencies or organizations that are not within the jurisdiction of the United

States or its territories unless permitted by or requested to do so by the Red Cross or Red Crescent Society of that country. Training overseas is generally confined to U.S. military installations and U.S. embassies and consulates. Training providers and instructors who have questions about training outside of the United States and/or its territories, should contact their sales representative or the Training Support Center.

ADDITIONAL PRODUCTS AND SERVICES

Automated External Defibrillators (AEDs)

The Consensus on Science and Treatment Recommendations for CPR and Emergency Cardiovascular Care (ECC) agrees that Sudden Cardiac Arrest can be treated most effectively by a combination of CPR and defibrillation. Along with providing comprehensive training on how to use an AED, the Red Cross partners with leading manufacturers to help your organization obtain the devices you need to keep your workplaces, schools and facilities safe. Contact your sales representative for current AED promotional offers.

Aquatics Examiner Service

The Aquatic Examiner Service (AES) Program is designed to:

- Develop goals to improve operations, training and performance.
- Increase lifeguard accountability, attention to safety, professionalism and pride.
- Reinforce and strengthen the lifeguard's emergency response skills.
- Maintain high lifeguarding operational standards.

The AES program starts with a Red Cross examiner conducting an in-depth facility tour to understand your safety and lifeguarding operations. You'll then receive a comprehensive, objective evaluation based on American Red Cross Lifeguarding program standards. As a follow-up, unannounced site visits will evaluate on-the-job lifeguard performance including surveillance and rescue skills.

For more information and to request a quote, visit redcross.org/aquaticexaminer.

Emergency and First Aid Kits

In addition to training program materials, equipment and supplies, the Red Cross Store provides a variety of emergency and first aid kits perfect for your workplace, for your home, or on the go. From car first aid kits to bleeding control kits to ANSI-compliant emergency cabinets, the Red Cross Store can provide the emergency response equipment you need.

Visit <https://www.redcrossstore.org/> to browse our emergency and first aid products.

Red Cross Mobile Apps

Put expert advice in your hand with the Red Cross suite of free mobile apps. These apps can be downloaded from iTunes or Google Play. Please encourage your employees, instructors and participants to take advantage of these free tools!

The tools and preparedness information you need every day:

First Aid

Follow the simple step-by-step instructions to guide you through everyday first aid scenarios. It is fully integrated with 9-1-1 so you can call EMS from the app at any time. Videos and animations make learning first aid fun and easy. The content is preloaded, giving you instant access to all safety information at any time, even without reception or an Internet connection. Ahora disponible en español. Download from iTunes or Google Play or text "GETFIRST" to 90999.

Pet First Aid

Take care of your furry family member. The American Red Cross Pet First Aid app puts veterinary advice for everyday emergencies in the palm of your hand. Get the app and be prepared to act when called upon. With videos, interactive quizzes and simple step-by-step advice it's never been easier to know Pet First Aid. Download from iTunes or Google Play or text "GETPET" to 90999.

Blood

Schedule blood donation appointments, track total donations and earn rewards as you help us meet the constant need for blood. Download from iTunes or Google Play or text "BLOODAPP" to 90999.

Hero Care

Whether you're the parent of a child joining the military or a family member of the military/veteran communities, Hero Care will connect you to important resources that can help you through both emergency and non-emergency situations. Ahora disponible en español. Download from iTunes or Google Play or text "GETHEROCARE" to 90999.

Disaster Apps deliver expert information when and where you need it most:

Emergency

Monitor more than 35 different severe weather and emergency alerts, to help keep you and your loved ones' safe. Ahora disponible en español. Download from iTunes or Google Play or text "GETEMERGENCY" to 90999.

Tornadoes

Get your family and home ready for a tornado. This is the complete solution you need to understand and prepare for a tornado. Ahora disponible en español. Download from iTunes or Google Play or text "GETNADO" to 90999.

Hurricanes

Monitor conditions in your area or throughout the storm track, prepare your family and home, find help and let others know you are safe even if the power is out—a must have for anyone who lives in an area where a hurricane may strike or has loved ones who do. Ahora disponible en español. Download from iTunes or Google Play or text "GETCANE" to 90999.

Earthquakes

Get notified when an earthquake occurs, prepare your family and home, find help and let others know you are safe even if the power is out—a must have for anyone who lives in an earthquake-prone area or has loved ones who do. Ahora disponible en español. Download from iTunes or Google Play or text "GETQUAKE" to 90999.

Flood

Get your family and home ready for a flood. This app is the complete solution you need to understand and prepare for flooding and all that comes with it. With interactive quizzes and simple step-by-step advice, it's never been easier to be ready! Ahora disponible en español. Download from iTunes or Google Play or text "GETFLOOD" to 90999.

Free, fun and informative apps for parents and kids.

Swim

Get the most out of Red Cross swim lessons with the Swim App. Created as a companion to the newly-updated Learn-to-Swim program (including Preschool Aquatics), this app will help you keep your swimmer motivated, while providing you the latest in water safety guidance to help ensure your family stays safe in, on and around the water. Download from iTunes or Google Play or text “SWIM” to 90999.

Monster Guard

For kids, 7-11 years old. This app teaches preparedness for real-life emergencies at home with the help of Maya, Chad, Olivia and all the monsters. Download from iTunes or Google Play or text “MONSTER” to 90999.



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 02/27/2017

DEPT: PARD

TO: Purchasing Officer or Designee

FROM: MacDougal, Mark

BUYER: R. Morrison

PHONE: (512) 577-7126

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
 - ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
 - ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
 - ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
 - ☐ a procurement for personal, professional, or planning services
 - ☐ a procurement for work that is performed and paid for by the day as the work progresses
 - ☐ a purchase of land or right-of-way
 - ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
 - ☐ a purchase of rare books, papers, and other library materials for a public library
 - ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
 - ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for
 - cooperative purchasing administered by a regional planning commission established under Chapter 391
 - ☐ services performed by blind or severely disabled persons
 - ☐ goods purchased by a municipality for subsequent retail sale by the municipality
 - ☐ electricity
 - ☐ advertising, other than legal notices
 - ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

The books and materials that the City of Austin uses to train our staff are copyrighted by the American Red Cross. The American Red Cross's certification system is at the heart of the City of Austin's training program and instructional swim program. The City of Austin's FTE trainers are certified to train and certify staff. These Lifeguards, coaches and swimming instructors make up our summer staff which is over 600 employees. All City of Austin PARD programs that take place on, in or near a body of water must have staff members that are Red Cross certified in either Basic Water Rescue, Lifeguarding or Open Water Lifeguarding, depending on the activity. Most of these staff members are trained by the Aquatic Division FTE's. Red Cross certification is required for all PARD Aquatic Division Staff.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with The Red Cross Store which will cost approximately \$ 75,000.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Jade J 3/1/2017
Originator Date

Approved
Certification

[Signature] 3/21/17
Department Director or designee Date

Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

[Signature] 9/26/17
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

02/26/2013