

Aquatic Examiner Service Agreement

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

1.0 Red Cross Responsibilities. The Red Cross will:

1.1 Provide to the Customer the Service(s) included in Appendix B and more fully described in the *Aquatic Examiner Service Client Get Started Guide* and the *Aquatic Examiner Service Get Started Information Presentation*, as amended from time to time, a copy of the most recent version of which has been provided to Customer concurrently with this Agreement, and the provisions of which are incorporated herein by this reference.

2.0 Customer Responsibilities. The Customer will:

- 2.1** Comply with all Customer requirements set forth in the *Aquatic Examiner Service Client Get Started Guide* and the *Aquatic Examiner Service Get Started Information Presentation* including, but not limited to:
- A. Accepting responsibility for all activities associated with developing and implementing their own operational and emergency procedures.
 - B. Maintaining on a current basis all applicable government permits or licenses to operate each aquatics facility.
 - C. Granting permission for Red Cross access to the location(s) as necessary in order to conduct Services.
 - D. Assuring that, for each selected Service, the relevant Service requirements as outlined in the *Aquatic Examiner Service Client Get Started Guide* and the *Aquatic Examiner Service Get Started Information Presentation* are provided to Customer's staff.
- 2.2** Cooperate with the Red Cross in scheduling Services on dates and at times and locations that are mutually acceptable to both Customer and Red Cross.
- 2.3** Only schedule Services to be conducted, and otherwise perform under this Agreement, within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to deliver services within the U.S.
- 2.4** Confirm Service details with the Red Cross' point of contact no fewer than thirty (30) business days prior to any desired Service date, including the name and telephone number of a Customer point of contact for each Service location.
- 2.5** Identify the number of participants for in-service training sessions ("Training" or "Trainings") at the relevant location(s) on each requested Training date. For each scheduled Service, Customer will receive an email confirmation from Red Cross (each a "Confirmation") confirming the Service details.
- A. In order to maintain a sufficient Examiner to Training participant ratio, one Examiner will be assigned for every fifteen (15) participants listed on the Confirmation for each Training session. Customer will be charged a Training fee as indicated on Appendix B for each Examiner needed, based on the number of participants for each assigned Examiner as listed below and continuing in multiples of fifteen (15), as applicable:
 - Examiner 1 (8-15 students)
 - Examiner 2 (16-30 students)

Examiner 3 (31-45 students)

Any additional fees are outlined on Appendix B. Customer acknowledges that certain Trainings may require Customer's purchase of additional items, either through the Red Cross or a third-party supplier, the cost of which items is not included under this Agreement. Red Cross will advise Customer in advance if any such items are required for a Training.

- 2.6** Update the number of Training participants, as needed, at least thirty (30) business days before the Training date; provided, however, that if additional Examiners are required due to increased enrollment, Red Cross will schedule one or more additional Trainings if needed to preserve the ceiling, noted in section 2.5 above, on the number of participants for each session.
- 2.7** Comply with, and communicate to Training participants, any requirements for participation which may be communicated by Red Cross to Customer from time to time, including (without limitation) health and safety precautions and active participation and completion requirements.
- 2.8** Provide facilities for each Training having clean, safe and otherwise adequate space and conditions for participation and to practice skills, and adequate training equipment. If the Customer does not have standard training equipment, it will inform the Red Cross point of contact when the Training is scheduled.

3.0 Fees and Invoicing.

- 3.1** Services are included within the service package(s) listed on Appendix B. Fees for Services are set forth in the price list attached to Appendix B. Customer will pay fees that are applicable to each of the Services.
- 3.2** Customer will be invoiced. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. Past due amounts will be subject to collections actions and may be referred to an external collections agency. In such an event, Red Cross will be entitled to all costs of collection including interest, reasonable attorney's fees and litigation expenses, and collection agency fees and expenses. Customers with high credit risk or late payments may also result in the suspension or termination of Customer's invoicing privileges at Red Cross's sole discretion. If invoicing privileges are suspended or terminated, Red Cross will not deliver Services until the account(s) is in a current status with no outstanding invoices.
- 3.3** Customer may elect to have invoices delivered electronically to one (1) email address. Customer will provide Red Cross a single valid email address for electronic invoice delivery. Customer will receive a link in the email to a PDF copy of the invoice, which link will expire after thirty (30) days. Customer understands that Customer will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 3.4** If Customer desires that invoices issued by Red Cross reflect Customer-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the scheduling of a Service date; it being understood that under no circumstance will the absence of a customer-issued purchase order number on any invoice excuse Customer's timely payment of that invoice.
- 3.5** To pay an invoice by credit card, or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the Customer account name, number and invoice number and send to:

American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256

- 3.6** If Customer desires that Red Cross use Customer's vendor payment portal, Red Cross will not be obligated to pay Customer or any third party any fee or expense for such use, regardless of any provision to the contrary

in such portal's terms of use. Customer will, on demand, promptly reimburse Red Cross for any such fee or expense.

- 3.7** If Customer has account balance or invoice questions or concerns, immediately upon receipt of invoice, Customer may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 3.8** Customer warrants that as of the date of this Agreement, it has no overdue balances with the Red Cross.

4.0 Cancellation and Rescheduling.

A Service may be rescheduled or canceled without charge if Red Cross is notified at least thirty (30) business days in advance of the first day of the scheduled Service. Red Cross is authorized to charge a \$300.00 cancellation fee for each occurrence of the Customer rescheduling or canceling a Service with fewer than thirty (30) business days' notice.

5.0 Examiner Expenses.

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

6.0 Term and Termination.

- 6.1** This Agreement will be effective as of the Effective Date listed above and ends on the day before the twelve (12) month anniversary thereof, unless earlier terminated as provided below.
- 6.2** Red Cross may immediately terminate this Agreement if Customer breaches this Agreement.
- 6.3** Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 6.4** Upon termination or expiration of this Agreement, Red Cross will immediately cease delivery of the Services and the Customer will be responsible for payment for all fees and reimbursable expenses incurred up until such termination or expiration date.
- 6.5** Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Services completed prior to such expiration or termination. The Parties' obligations under section 10, below, will also survive any expiration or termination of this Agreement.

7.0 Force Majeure.

Notwithstanding anything in this Agreement to the contrary, no Party will be liable to the other for any loss or damage arising as a result of breach, non-performance or partial performance of its obligations under this Agreement (except for the obligation to pay money when due) due to any cause beyond that Party's reasonable control and without its fault or negligence, including but not limited to any delay or failure caused by failure, unavailability or shortage of power, materials or supplies, flood, fire, storm, other abnormally inclement weather, act of war, terrorism, riot, act or omission of government or governmental agency, strike, work stoppage, other labor unrest, inadequate voluntary donations required for the rendering of the services, other act or omission in the process of manufacture, production or supply under the control of third parties, or any other emergency.

- 8.0 Notices.** Each Party's contact for notices and billing under this Agreement is listed on [Appendix A](#).

9.0 Use of Names and Marks.

- 9.1** Conditioned upon the full and successful completion of the Service, Red Cross grants Customer, for the term of the Agreement, the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format provided to the Customer by Red Cross (the “Authorized Mark”) solely to acknowledge that the Customer has participated in the Red Cross Aquatic Examiner Service. Such acknowledgment may only state: “Proud participant of the American Red Cross Aquatic Examiner Service.” Customer’s use of the Authorized Mark shall at all times be consistent with the American Red Cross Brand Standards guidelines available at www.redcross.org/brand, which Red Cross may update from time to time.
- 9.2** Except as expressly provided in this Agreement, neither Party may use the other Party’s name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations, , or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party’s sole discretion.
- 9.3** Customer shall not state or imply that that Red Cross sponsors or endorses Customer’s business, products or services generally, or that any other training courses and services other than the Services, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 9.4** Customer shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 9.5** Customer shall not in any instance, use a Greek red cross design in association with its business, goods and/or services.

10.0 Confidentiality. Except as required by applicable law or otherwise provided herein, each Party will maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.

11.0 Indemnity and Hold Harmless

Customer agrees to indemnify, defend, and hold harmless the Red Cross and its directors, officers, agents, volunteers, and employees against any and all claims, demands, damages, lawsuits, penalties, administrative proceedings, judgments, costs or expenses resulting from, or arising out of the acts or omissions of either Party in connection with the Customer its operations, or performance or breach of this Agreement. The foregoing notwithstanding, Customer shall have no obligation to indemnify or hold harmless the Red Cross, its directors, officers, agents, volunteers and employees if it has been determined by the final order of a court of competent jurisdiction that a proportion of the liability thereof was caused by the willful misconduct or negligent activity of the Red Cross, its directors, officers, employees, volunteers or agents, in which case, the Red Cross shall be responsible solely for its proportionate share of the liability. This clause survives termination of this Agreement.

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

- 12.1** The Red Cross is not undertaking to approve, certify or take responsibility for the safe design, operation or function of the Customer or its equipment, nor is it undertaking to identify all risks, errors, gaps, defects or omissions of the Customer. The Customer’s participation in the Aquatic Examiner Service does not guarantee that (i) the Customer will be accident free; (ii) the operations of the Customer are safe, or (iii) the Customer is in compliance with any laws, codes or ordinances. The Red Cross is not responsible for the acts or omissions of the Customer, its agents, contractors or employees. The Red Cross’s provision of Aquatic Examiner Service shall not constitute an undertaking on behalf or for the benefit of Customer users or others not a party to this Agreement.

12.2 The Red Cross is not responsible for the activities or operations of the Customer. The Red Cross has no authority, obligation or ability to make changes to the Customer or its operations or implement suggestions for improvement.

12.3 The assessments and evaluations that the Red Cross provides to the Customer are based solely on observations made on the dates of the visits. It is the Customer's sole responsibility to decide whether or not to implement any suggestions made by the Red Cross in the context of Aquatic Examiner Service.

13.0 Limitation of Warranties and Damages.

With respect to the Red Cross, the foregoing is in lieu of all other warranties of merchantability and fitness for a particular purpose. The Red Cross will not be liable for special, indirect or consequential damages, including lost income or profits, even if the Red Cross has been advised of the possibility of such damages.

14.0 Miscellaneous.

14.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the Customer will promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.

14.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any association, partnership, franchise, or joint venture between the Parties or an employer-employee relationship. No agent, employee or servant of any Party will be, or will be deemed to be, the employee, agent or servant of the other Party, and each Party will be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

14.3 Assignment. Neither Party's rights under this Agreement may be assigned, or its obligations delegated, in whole or in part without the prior written consent of the other Party; provided, however, that Red Cross's use from time to time of Instructors who are volunteers or employees of third parties to furnish Course instruction under this Agreement does not constitute a delegation of Red Cross's obligations under this Agreement and will not require Customer's advance consent. Any attempted assignment or delegation in violation of the foregoing will be null and void.

14.4 Governing Law. The Contract is governed by the laws of the Minnesota, without giving effect to its choice or conflict of law rules and any disputes related to or arising from this Agreement shall be venued in the courts located in Ramsey County Minnesota.

15.0 Insurance

Red Cross shall be required to carry insurance of the kind and in the amounts shown below during the term of this Agreement. Certificates for Commercial General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds.

15.01 Commercial General or Business Liability Insurance

\$1,000,000 per occurrence

\$2,000,000 aggregate \$2,000,000 products/completed operations \$1,000,000 personal injury and

advertising

15.02 Workers Compensation and Employer's Liability. Worker's Compensation coverage with limits as required by Minnesota Statute. Employer's Liability shall have a minimum of:



\$1,000,000 per accident
\$1,000,000 disease (per employee)
\$1,000,000 per disease (policy limit)

15.03 General Insurance Requirements

- a. .
- b. Red Cross may not commence any work until Certificates of Insurance evidencing the insurance required is provided to the Customer's Project manager and has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.
- c.
- e. Satisfaction of policy limits required above for General Liability Insurance may be met with umbrella or excess policies.

16.0 Entire Agreement and Modifications.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement, or similar document), and each Party hereby rejects all such additional or different terms and conditions.

17.0 Counterparts.

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

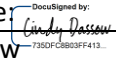
18.0 Electronic Signatures

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.



Training Services Aquatic Examiner Service Agreement

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

Customer Name: Saint Paul Parks and Recreation	The American National Red Cross
Customer Signature: Name: Jessica Simmons	Red Cross Signature:  Name: Cindy Dassow
Title:	Title: Account Manager
Date:	Date: 12/21/2020



Full Service Agreement
Appendix A – Contact Information

Customer Information

Customer: Saint Paul Parks and Recreation

Customer Address: 25 West 4th Street III Suite 400

Customer Fax: (651) 292-7405

Saint Paul MN 55102

Customer Account Number: 23193-11-60004

Customer Contact: Jessica Simmons

Customer Contact Email: jessica.simmons@ci.stpaul.mn.us

Customer Contact Phone: (651) 266-6400

Extension:

(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)

Billing Contact Name: Amanda Smith

Billing Contact Phone: (651) 266-6400

Extension:

Billing Contact Email: amanda.smith@ci.stpaul.mn.us

Customer Billing Address: 25 West 4th Street III Suite 400

Saint Paul

MN

55102

Customer DUNS Number:

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to Customer Contact, above.

Red Cross Strategic Account Executive

Name: Cindy Dassow

Phone: 3093573459

Extension:

Email: cindy.dassow@redcross.org

Notices 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.



Training Services Aquatic Examiner Service Agreement

Appendix B – Service Packages and Price List

Service Packages(s)

FS-AES Annual Lifeguarding Operations Assessment

FS-AES On-site lifeguard observations and evaluations



Training Services Aquatic Examiner Service Agreement

Appendix C – Services and Facility Locations

NOTE: Complete **ALL** columns.

Facility Location Details (Include Full Physical Address)	Number of Lifeguard Operations Assessment(s)	Number of Additional Visits	Number of In- Service Trainings	Seasonal? (Y/N) If Yes: Dates of Operation	Number of Indoor or Outdoor Attractions
Facility Name: Great River Waterpark Street: 270 Lexington Pkwy N City, State, Zip: St. Paul MN 55104 Facility Contact name: Jessica Simmons Email & Phone: 651-642-0650 Office M: 612-403-7794 Jessica.Simmons@ci.stpaul.mn.us	1	1		N	Indoor: X Outdoor: Both:
Facility Name: Highland Aquatic Center Street: 1840 Edgcumbe Rd City, State, Zip: St. Paul MN 55116 Facility Contact name: Jessica Simmons Email & Phone: 651-642-0650 Office M: 612-403-7794 Jessica.Simmons@ci.stpaul.mn.us	1	1		Y	Indoor: Outdoor: x Both:
Facility Name: Como Regional Park Pool Street: 1151 Wynne Ave City, State, Zip: St. Paul MN 55108 Facility Contact name: Jessica Simmons Email & Phone: 51-642-0650 Office	1	1		Y	Indoor: Outdoor: X Both:



Training Services Aquatic Examiner Service Agreement

M: 612-403-7794 Jessica.Simmons@ci.stpaul.mn.us					
Facility Name: Street: City, State, Zip: Facility Contact name: Email & Phone:					Indoor: Outdoor: Both:
Facility Name: Street: City, State, Zip: Facility Contact name: Email & Phone:					Indoor: Outdoor: Both:
Facility Name: Street: City, State, Zip: Facility Contact name: Email & Phone:					Indoor: Outdoor: Both:
Facility Name: Street: City, State, Zip: Facility Contact name: Email & Phone:					Indoor: Outdoor: Both:
Facility Name: Street: City, State, Zip: Facility Contact name: Email & Phone:					Indoor: Outdoor: Both:
Facility Name: Street: City, State, Zip: Facility Contact name: Email & Phone:					Indoor: Outdoor: Both:
Facility Name: Street: City, State, Zip: Facility Contact name:					Indoor: Outdoor: Both:



Training Services Aquatic Examiner Service Agreement

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



American Red Cross
Training Services

Price List

Saint Paul Parks and Recreation

PG-0000099956

Price List	SKU	Product	UOM Price
FS-AES Annual Lifeguarding Operations Assessment	FS-HSSAQU540	Annual Lifeguarding Operations Assessment	Each 1300.00
FS-AES On-site lifeguard observations and evaluations	FS-HSSAQU541	On-site lifeguard observations and evaluations	Each 850.00



**American
Red Cross**

Aquatic Examiner Service

Client Get Started Guide

Revised February 2020

This Aquatic Examiner Service Client Get Started Guide is an extension of the American Red Cross Lifeguarding program. Visit redcross.org to learn more about the Lifeguarding program.

The emergency care procedures outlined in this program reflect the standard of knowledge and accepted emergency practices in the United States at the time the program materials were published. It is the reader's responsibility to stay informed of changes in emergency care procedures.

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Table of Contents

Introduction	1
The Aquatic Examiner Service	3
Aquatic Examiner Service Parameters	4
Participation in the Service	4
Client Responsibilities.....	5
Zone Testing	7
Service Components	9
Annual Lifeguarding Operations Assessment	9
On-Site Lifeguard Observations and Evaluations	10
On-Site Lifeguard Observations and Evaluations Report	11
Online Resources	12
Aquatic Facility Documentation	13
Delivery Policies... ..	13

INTRODUCTION

An essential part of the American Red Cross mission is to help people prevent, prepare for, and respond to emergencies. Commodore Wilbert E. Longfellow brought this philosophy to aquatics in 1914 when he started the American Red Cross Life Saving Corps. This program was the first of its kind and contributed to a dramatic reduction in the number of lives lost as a result of drowning. The success of this program was achieved, in part, because of the quality of training and the unique accessibility of American Red Cross chapters, which monitored the testing of trainees through an examiner.

Since 1914, the Red Cross has continued to expand on Commodore Longfellow's early innovations. Today's American Red Cross Lifeguarding program consists of courses that thoroughly train individuals to meet the mission of the Red Cross.

These include the following:

- Junior Lifeguarding
- Lifeguarding (results in Lifeguarding/First Aid/CPR/AED certification)
- Shallow Water Lifeguarding for facilities 5 ft – 7 ft (results in Shallow Water Lifeguarding/First Aid/CPR/AED ≤5Ft certification or Shallow Water Lifeguarding/First Aid/CPR/AED ≤6ft certification or Shallow Water Lifeguarding/First Aid/CPR/AED ≤ 7ft certification)
- Aquatic Attraction Lifeguarding ≤3 feet deep (results in Aquatic Attraction Lifeguarding/First Aid/CPR/AED ≤3 feet deep certification)
- Waterfront Skills module
- Waterpark Skills module
- CPR/AED for Professional Rescuers (CPRO)
- Lifeguard Management
- Bloodborne Pathogens Training: Preventing Disease Transmission
- Administering Emergency Oxygen
- Asthma Inhaler Training
- Anaphylaxis/Epinephrine Auto-Injector Training

Lifeguards, Shallow Water Lifeguards and Aquatic Attraction Lifeguards are trained in CPR/AED for Professional Rescuers (CPRO). Non-lifeguard support staff such as front desk, concessions and maintenance personnel are encouraged to participate in CPRO or Basic Life Support (BLS) training. CPRO or BLS training can train and empower support staff to respond to breathing and cardiac emergencies in adults, children and infants with lifeguards or on their own. Training support staff in CPRO or BLS can help transform and empower the entire facility team into members of the safety team.

The Emergency Medical Response course provides an opportunity for a higher level of first aid training for lifeguards. Although not formally a part of the Lifeguarding program, aquatic facilities are encouraged to provide Emergency Medical Response training as continuing education for their lifeguard team.

The American Red Cross Aquatic Examiner Service (AES) is an extension of the Red Cross Lifeguarding program. It is based on the training and expertise provided to lifeguards through Red Cross courses and modules. The AES program is designed to be integrated into current aquatic facility management practices to assist aquatic facilities achieve a professional lifeguarding operation.

THE AQUATIC EXAMINERSERVICE

The Aquatic Examiner Service enhances the American Red Cross Lifeguarding program by:

- Providing guidance to aquatic facilities through evaluation and
- Helping to improve a lifeguard's performance.

The service does not eliminate the need for in-service training and additional quality assurance efforts of the facility.

Through this service, the Red Cross offers suggestions to improve the facility's lifeguarding operation as needed. However, compliance is the sole responsibility of the facility.

The Aquatic Examiner Service consists of an Annual Lifeguarding Operations Assessment (ALOA) and report and the following additional optional components:

-
- On-site lifeguard observations and evaluations
- In-service training sessions for:
 - Lifeguards
 - Lifeguarding instructors and/or instructor trainers
 - Support staff

Aquatic facilities should benefit by participating in the Aquatic Examiner Service with the American Red Cross because:

- The Aquatic Examiner Service provides facilities with an objective and formal evaluation of lifeguards performing patron surveillance.
- The Aquatic Examiner Service helps facilities build lifeguard accountability and attention to safety, professionalism, and pride.
- The Aquatic Examiner Service helps reinforce and strengthen lifeguards' emergency response skills.
- Results help facility management develop goals to improve operations and training.
- Participation demonstrates a commitment and priority to aquatic safety by the organization to the staff and the community.

AQUATIC EXAMINER SERVICE PARAMETERS

The Aquatic Examiner Service has unique characteristics that differ from traditional Red Cross training programs. Representatives of the Red Cross will not:

- Assume any direct supervision of an aquatic facility, lifeguards or support personnel.
- Act in any formal consulting role, such as recommending specific brands, makes, or models of equipment or developing facility-specific policies and procedures.
- Provide legal or insurance coverage/premium reduction interpretations or advice.
- Provide services beyond the scope of the AES.

The American Red Cross does not perform safety inspections of aquatic facilities. That function is solely the responsibility of the aquatic facility staff, the facility's insurance carrier, or another qualified source.

Participation in the AES program does not guarantee that the aquatic facility will be free of accidents, that operations of the aquatic facility are adequate for safe operation, or that the aquatic facility is in compliance with state and local ordinances or regulations.

PARTICIPATION IN THE SERVICE

For an aquatic facility to participate in the Aquatic Examiner Service, representatives of the aquatic facility (the client) and Red Cross Training Services staff must come to agreement on the services to be provided by the Red Cross and sign the Aquatic Examiner Service Agreement. The Agreement must be signed by authorized representatives of both parties before any services related to the Aquatic Examiner Service can be provided by the Red Cross.

The client and the Red Cross must confirm how the Aquatic Examiners access the aquatic facility undetected for the unannounced site visits. It is important that aquatic facility management inform all staff members, including support personnel, of the aquatic facility's participation in the Aquatic Examiner Service and what to expect during the on-site visits. It is also important that the aquatic facility staff does not know the dates and times for the onsite visits and are not informed while the observation portion of the visits are taking place.

CLIENT RESPONSIBILITIES

To participate in the service, facility management must ensure all lifeguarding staff (lifeguards, head lifeguards, lifeguard supervisors):

- Participate in documented annual pre-season orientation and training to include a comprehensive review of Lifeguarding, CPR/AED, and First Aid skills. Documentation will be reviewed during the Annual Lifeguarding Operations Assessment or first contracted facility visit.
- Participate in regular and frequent in-service training.
- Are knowledgeable of the facility's participation in the Aquatic Examiner Service and aware that they may be observed, evaluated and recorded while on the job.

Additionally, the facility's management must:

- Conduct Live Recognition Drills on a regular basis throughout the season. Lifeguards should be able to recognize and get to a victim in their zone within 30 seconds for the drill to be considered successful. See below for more information. (Chapter 3 – Pages 73 and 74 of the Lifeguarding Manual)..
- Conduct Lifeguard Station Response Time Tests during the pre-season and as needed. See below (Chapter 3 – Pages 73 and 74 of the Lifeguarding Manual) for additional information. During the unannounced site visits, the Aquatic Examiner will verify the tracking system and zone testing used at the facility. Clients are responsible to analyze the results and make adjustments as needed to achieve stronger operations.
- Ensure a minimum of one member of the lifeguard supervisory staff is certified in the American Red Cross Lifeguard Management course.
- Provide adequate quantities of equipment available on site, as not to interrupt facility operations, for use during the lifeguard skills evaluations. This includes the following:
 1. One rescue tube per lifeguard being evaluated.
 2. One Backboard with straps and head immobilizer device.
 3. Resuscitation masks (adult and pediatric masks or a combination mask) and gloves – one for each lifeguard being evaluated.
 4. Supplemental resuscitation equipment as utilized at the facility – bag-valve-mask resuscitator (BVM) in various sizes of adult, child and infant.
 5. One adult and one infant manikin.
 6. One AED Training Unit.
- Provide staff certified in Lifeguarding for lifeguard skills evaluations without interrupting operations. See policies section of this document for detailed information.
- Provide access to the facility for Aquatic Examiners to enter each facility location undetected by aquatic facility staff. It is recommended that organizations provide facility passes when possible.
- Designate a staff member that will accompany the Aquatic Examiner as needed during skills evaluations and facility quick check portions of the on-site visits.

- Maintain timely and accurate records for all Red Cross courses taught and in-service trainings conducted.

Supervisors of lifeguards should have a thorough understanding of the skills and techniques that lifeguards need to keep patrons safe, through injury prevention strategies and by demonstrated ability to respond effectively to emergencies. The skills evaluated during on-site lifeguarding observations and evaluations are skills taught in the Lifeguarding course. To develop an understanding of the skills and techniques lifeguards use and on which they are evaluated in the Aquatic Examiner Service, it is recommended that lifeguard supervisors and aquatic facility managers have copies of and review the *American Red Cross Lifeguarding* manual.

It is also recommended that aquatic facility managers, lifeguard supervisors and head lifeguards participate in the Lifeguard Management course and have access to the digitally downloadable resources associated with the course. The Lifeguard Management course and resources are useful tools that provide information on how to effectively manage lifeguards and to create an environment that keeps patrons and lifeguards safe. It covers how to select and train lifeguards, effective team building, principles of injury prevention, how to minimize risks, and emergency response planning.

ZONE TESTING

Lifeguard zones should be set up for success—the lifeguard must be able to clearly see all parts of the zone as well as quickly respond in an emergency. Several factors influence the ability of the lifeguard to see: obstacles (backstroke flags or bulkheads or aquatic attractions/features), blind spots (glare or features), size and shape of the zone, type of station (elevated or ground-level), depth of the water, and shape of the pool or aquatic areas. These factors may also influence the amount of time it might take lifeguards to perform a water rescue, extricate and begin lifesaving care at each station. In addition, a lifeguard’s ability to provide care can be affected by the availability and location of trained assisting responders and rescue equipment (backboards, masks and gloves). Managers should use various tools to help identify the effectiveness of their zones and make any modifications as necessary. Lifeguards should expect to participate in a variety of drills to help improve performance.

ASK Drills

It is important to know what lifeguards can and cannot see from each station. One method to help accomplish this is to simply ask them in what is referred to as an "ask" drill. To conduct an ASK Drill, facility management should:

1. Place an object, such as a manikin or silhouette, or a “live” victim in various locations, including the surface and the bottom.
2. Ask the lifeguard if they can see the object.
3. Have the lifeguard determine if the object is something that would cause them to respond.

Each zone should be tested at different times of day and for different activities or conditions. For example, conduct an ASK drill during a kayak rental in a pool and again in that same zone during lap swim.

Live Recognition Drills

The size and shape of each zone should allow the lifeguard to see all areas of the zone, from the bottom through to the surface. The size and shape should also allow the lifeguard to be able to recognize a victim and reach the extremes of each zone—furthest and deepest—in 30 seconds. Facilities should conduct regular live action recognition drills during operations as a method to help identify the effectiveness of surveillance. It is as important to evaluate surveillance as it is to evaluate skills. This helps the lifeguard and the management to evaluate how they are doing with surveillance and to identify challenges, performance issues or areas that need further training. To conduct a Live Recognition Drill, facility management should:

1. Conduct a surprise “victim” drop. The lifeguard should not be aware of the introduction of a victim into their zone. Suitable victims include a mixture of real people and manikins or silhouettes.
2. Observe and evaluate. The supervisor observes the drill and records the length of time for the lifeguard to recognize and reach the “victim.” The supervisor should consider factors that influenced the outcome and modify the zone or provide in-service training to any staff who was unable to meet the timeline of 30seconds.

Lifeguard Station Response Time Testing

When testing the lifeguard station response times, clients are testing the response time from “whistle to ventilation” for each lifeguard station and from within a few areas of that zone: the furthest part of the zone and the deepest part of that zone at minimum. The testing is not “live action” but rather typically done outside of operational hours. It is important to get the results without the “interference” of operational hours.

To conduct the Lifeguard Station Response Time Testing, facility managers should:

1. Place the lifeguard at the station and the support staff where they would normally be positioned. Place the “victim” in the pre-arranged location (for example, a submerged victim in the furthest corner of the zone).
2. Have the lifeguard activate the EAP and time the response. Start timing at the whistle blast/designated EAP signal and stop when the victim has been extricated from the water and two ventilations have been given.
 - Each station test should not exceed 1.5 minutes from any location within that zone. Factor in an average recognition time of no more than 30 seconds and add it to the response time for a total that should not exceed 2 minutes.
 - If the response time exceeds 2 minutes, adjustments should be made, and the test should be performed again. Repeat until the desired times are achieved.
 - Adjustments might include:
 - i. Moving the lifeguard station
 - ii. Adjusting the zone coverage, such as splitting the zone.
 - iii. Adjusting the placement of emergency equipment or emergency back-up personnel.

SERVICE COMPONENTS

ANNUAL LIFEGUARDING OPERATIONS ASSESSMENT (ALOA)

The Annual Lifeguarding Operations Assessment (ALOA) is a comprehensive visit that includes an annual assessment and review of the facility as well as video of individual lifeguards performing surveillance and skills evaluations of selected lifeguards or safety team members performing in team rescue scenarios.

During the assessment and review portion clients will meet with an Aquatic Examiner to tour the aquatic facility. This assessment should take place while the aquatic facility is open for operations. The aquatic facility representative's knowledge and input is vital to ensure that the Aquatic Examiner obtains accurate information when assessing the aquatic facility's lifeguarding operations. Activities conducted during the tour include:

- Reviewing a schematic of the aquatic facility layout, including fixed structures and placement of rescue equipment and supplies.
- Discussing and listing the types of aquatic activities and the level of use.
- Discussing lifeguard zones and rotation plans.
- Checking water clarity.
- Checking that required rescue and safety equipment and supplies needed by lifeguards are accessible and appear to be in good/normal working condition.
- Checking that the facility's emergency communication system is working and readily accessible.
- Verifying that current certifications are on file for lifeguards and support staff. A system that tracks certificate validity must be in place.
- Verifying lifeguard training requirements, and records.
- Verifying that written aquatic facility policies and procedures exist and are available to staff.
- Verifying the existence of lifeguard zone testing.
- Verifying that lifeguard station rotation plans are posted.
- Verifying that facility-specific emergency action plans exist and are posted.
- Verifying that other appropriate lifeguarding records and reports are being maintained, such as daily logs and incident reports.

After the assessment, the customer will receive a comprehensive written report that outlines the results and provides suggestions for improving lifeguarding operations. The recommendations are based on benchmarks in the American Red Cross Lifeguarding program. Compliance with the suggestions made in the final reports by the Red Cross are solely the responsibility of the facility management.

ON-SITE LIFEGUARD OBSERVATIONS AND EVALUATIONS

Aquatic Examiners may conduct a pre-arranged number of unannounced visits each season to evaluate the performance of the lifeguards and lifeguarding operations of the contracted agency and their facilities. The number of visits is stated in the agreement. The knowledge and skills evaluated during on-site evaluations are based on the American Red Cross Lifeguarding Program. The on-site lifeguarding observations and evaluations include:

- Observation of overall lifeguarding operations, including lifeguards performing patron surveillance.
- Video of up to 3 individual lifeguards performing surveillance unless contracted for additional videos.
- Up to 3 skills evaluations of selected lifeguards or safety team members performing in team rescue scenarios unless contracted for additional skill evaluations.
- A check of the aquatic facility related to lifeguarding operations that includes:
 - Checking for the presence of rescue and safety equipment and supplies relevant to the lifeguarding operation.
 - Checking the facility for the appropriate documents, such as certifications, emergency action plans and lifeguard zones of surveillance, including documentation of lifeguard response time testing.

The aquatic facility management team must maintain, in an organized fashion, the facility documentation as listed on the On-Site Lifeguard Observations and Evaluations Report. This helps whoever is on duty readily access the information needed for aquatic examiners to complete evaluations. These documents are also listed on page 13 of this guide.

During the on-site visit, it is the facility management's responsibility to make available various areas of the aquatic facility to conduct skills evaluations as needed. Facility management may also be asked to provide a staff member to serve as a victim as well as provide rescue equipment for use during the evaluations.

ON-SITE LIFEGUARD OBSERVATION AND EVALUATIONS REPORT

When the on-site lifeguard observations and evaluations are complete, a report will be submitted to the facility management. This report reflects the observations of Aquatic Examiners during the on-site evaluation. The on-site lifeguarding observations and evaluations results are reviewed, and each activity will receive a rating from the Aquatic Examiner.

- A “**satisfactory**” rating indicates that the item is consistent with the information found in the American Red Cross Lifeguarding Program. However, there may still be some suggestions for continued improvements.
- An “**unsatisfactory**” rating indicates that the item is not consistent with the information found in the American Red Cross Lifeguarding Program. The aquatic examiner will provide a brief, concise statement with rationale for the rating if an

unsatisfactory rating is assigned to any item on the On-Site Evaluation Report.

In addition, the Lifeguard Skills Evaluation Summary on the On-Site Evaluation Report includes a rating of “successful,” “successful with remediation” or “unsuccessful” for each lifeguard evaluated.

- A “**successful**” rating indicates that during the skills evaluation, the lifeguard successfully completed the skills on which he or she was evaluated. A “pass” rating for the Live Recognition Drill indicates the lifeguard successfully recognized and reached the victim within 30 seconds.
- A “**successful with remediation**” rating means that during the skills evaluation, the lifeguard, or lifeguard team, was unable to successfully complete one or more of the skills on which he or she was evaluated on the first attempt. The Aquatic Examiner reviewed the skills and knowledge required to successfully evaluation with the lifeguard(s), and then he or she was re-evaluated. The lifeguard successfully completed the skills evaluation on the second attempt.
- An “**unsuccessful**” rating indicates that during the skills evaluation, the lifeguard or lifeguard team did not successfully complete one or more of the skills on which he or she was evaluated even after remediation. The Aquatic Examiner will provide a brief, concise statement with rationale for the rating if a “fail” rating is assigned to any skill in the scenario. If a lifeguard receives a “fail” rating, it is strongly recommended that aquatic facility management provide additional training, support, and guidance to the lifeguard(s). It is the responsibility of aquatic facility management to determine if the lifeguard should continue patron surveillance duties until additional training, support, and guidance occur. If a lifeguard receives a “fail” rating in any skill of any scenario, he or she receives an overall “fail” rating. If the scenario receives a fail rating, each lifeguard on the team receives a fail rating. It is possible for the team scenario to pass but for one of the individual lifeguards to fail.

All video recordings of the On-site Lifeguard Observations and Evaluations are submitted to the aquatic facility representative. These recordings provide an objective view of the performance of the lifeguards at that time. The recordings allow an opportunity for aquatic facility managers and lifeguards to view performance directly. The Red Cross does not keep any copies of these recordings.

ONLINE RESOURCES

All Red Cross instructors should be sure that current contact information, including an email address, is maintained in the Red Cross Learning Center to receive important notices and information from the Red Cross.

- **Red Cross Store**—redcross.org/store includes rescue and safety products, including aquatic products, such as lifeguard hip packs, lifeguard whistles, resuscitation masks, rescue tubes, AED training devices and much more.

- **Red Cross Learning Center**— www.redcrosslearningcenter.org/s/—is a learning management system that tracks all American Red Cross learning activity. Instructors can enroll in courses, record and submit Red Cross classes, print certificates and much more. It also provides instructors with important information necessary to teach Red Cross courses and stay up to date on the latest information, program updates, and additional important communication with instructors.
- **Red Cross Official Site**-redcross.org- is an informational site providing resources about all American Red Cross programs and provides the ability for visitors to sign up for training courses, search for careers, make donations, and get information about the organization.

AQUATIC FACILITY DOCUMENTATION

The following list of administrative documentation will be verified during on-site lifeguard observations and evaluations. Please maintain these in an organized fashion with easy accessibility for verification on each site visit.

- Bloodborne pathogens exposure plan
- Safety Data Sheets (SDS)
- Certifications on file for lifeguards, supervisory staff and instructional staff
- Documentation of lifeguard station response time testing
- Documentation of live recognition drills
- Training records for orientation and annual training as well as in-service training
- Aquatic facility safety checklist
- Blank incident report forms
- Completed incident report forms maintained
- Blank daily logs
- Copy of local and/or health department codes for aquatic facilities
- Facility operational permit as required by law
- Facility policies and procedures manual including:
 - Standard operating procedures
 - Personnel policies and guidelines
 - Administrative policies and procedures

Document posted on site:

- Emergency phone numbers
- Emergency action plans (facility-specific)
- Lifeguard rotation plan
- Lifeguard zones for all variations of staffing/activity levels
- Facility rules and regulations

Delivery Policies

Inclement weather policy

The day to day operations of a facility can be impacted by the weather. Each facility has a unique response to weather that can influence unannounced visits.

If the lifeguard staff of the facility is present when a facility is impacted by weather, the Aquatic Examiner will check the weather status and determine if there is a chance the facility will return to normal operation within 30 minutes. If the facility will remain closed, the examiner will conduct a skills evaluation on the lifeguards involving CPR/AED/First Aid followed by a one-hour in-service with the staff.

If the staff is not present, the Aquatic Examiner will give notice to the designated facility contact that they attempted to visit, and the facility was closed. If the Aquatic Examiner's schedule permits and the facility can bring staff in within a reasonable amount of time, the Aquatic Examiner will conduct a skills evaluation on the lifeguards followed by a one-hour in-service. If the facility is unable to provide lifeguards, the facility can choose a double skill evaluation during a future visit or schedule a makeup visit at a time that is convenient to all parties. If a separate visit is required, additional travel expense will be charged.

Aquatic Examiner Safety

If an Aquatic Examiner is unable to reach a facility for an ALOA or visit, due to unsafe weather conditions or a security risk, they will notify the designated facility contact as soon as they are able to do so, and the visit will be rescheduled at a later date.

If a facility should have an ongoing safety risk to the Aquatic Examiners, the American Red Cross may discontinue delivering the service and the contract may be cancelled in part or in full.

Surveillance Limitations During AES Visit

The Aquatic Examiner will conduct up to 3 lifeguard observations unless otherwise outlined in the AES agreement. If during the date and time of the AES visit the facility has less than 3 lifeguards on surveillance duty, the Aquatic Examiner will capture as many lifeguards as possible that are on surveillance duty.

Skills Evaluations Limitations During AES Visit

The Aquatic Examiner will conduct up to 3 skills evaluations including up to 6 staff members unless otherwise outlined in the AES agreement. If during the date and time of the AES visit the facility has less than 6 staff members available, the Aquatic Examiner will perform skills evaluations with the number of staff members that the facility is able to provide.

Performance

Continued failure to achieve Red Cross benchmarks could result in termination of the AES agreement. This can include but is not limited to failing skills evaluations repeatedly and failing to show improvement in areas that were noted as being deficient.

Equipment

Each facility must have the required equipment and supplies needed to conduct skills evaluations, such as CPR manikins (adult and infant) with lungs, rescue tubes, masks, etc. before the first visit. If the required equipment is not available by the first visit, the lifeguards will not be tested on the skills that require the missing equipment and the second visit will be postponed until the required materials are acquired. The required equipment is listed in the "Client Responsibilities" section of the Client Get Started Guide.

Unannounced Visits

All facility visits will be unannounced unless specifically outlined in the AES agreement.

Inquiries

Inquiries about the results of a visit should be directed to the Aquatic Service Delivery team members assigned to the agreement.

Facility Access

Organizations must provide a means of access for Aquatic Examiners to gain unannounced entry to the facility at no additional cost to the Red Cross. In cases where admission fees are necessary to enter the facility, the facility should be prepared to provide a full refund for any admission fees paid.

