

Addendum To Licensed Training Provider Agreement

This **Addendum To Licensed Training Provider Agreement** (“Addendum”) is made by and between The American National Red Cross (“Red Cross”) and the Licensed Training Provider listed in the signature block below (“LTP”), effective as of the last date of signature (“Effective Date”), is made a part of and subject to the terms of the Licensed Training Provider Agreement currently in effect between the Parties as of the date of this Addendum (the “Agreement”) for the purpose of setting forth the terms and conditions under which LTP may participate in Red Cross’s Centennial Campaign. Capitalized terms used in this Addendum and not otherwise defined herein shall have the meaning assigned to them in the Agreement.

WHEREAS, LTP has been permitted to teach Red Cross Courses under the Agreement, and LTP would now like to participate in a program in connection with the American Red Cross’s Centennial Campaign, which is designed to promote awareness of and access to the American Red Cross Water Safety education and training in identified communities by (1) teaching people to swim in identified communities where drowning rate is above national average, (2) motivating children and families to “come to the water” to become competent in the water and learn about water safety at a local facility, and (3) endeavoring to create a sustainable ecosystem of water safety to help make communities safer; and

WHEREAS, Red Cross wishes to engage LTP in the Centennial Campaign, and LTP wishes to engage in the Centennial Campaign, subject to the terms and conditions of this Addendum.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. In connection with the Centennial Campaign, LTP agrees that it will:
 - a. Expand its existing Learn-to-Swim program (“LTS”) and Junior Lifeguarding offerings to reach additional program participants who are not otherwise receiving aquatics lessons (“Program Participants”);
 - b. Expand its existing Lifeguarding and implement Water Safety Instructor training to offer the additional LTS and Junior Lifeguarding offerings;
 - c. Provide Program Participants opportunities to take LTS courses through Level 4;
 - d. Provide opportunities for parents of Program Participants to participate in Red Cross water safety and CPR/AED training courses;
 - e. Use reasonable, good faith efforts to participate in promotional and media opportunities to inform the local community of the goals of the Centennial Campaign, including the importance of swimming and water safety training; provided, that LTP will obtain Red Cross’s prior consent to any promotional or media opportunities involving use of the Red Cross name or emblem pursuant to Section 4 of this Addendum and the Agreement;
 - f. Participate in, and provide information, in support of projects to evaluate the effectiveness of the Centennial Campaign education and training, on a voluntary basis;
 - g. Report the progress and results of the Centennial Campaign education and training courses to the Red Cross in the manner and format reasonably requested by the Red Cross; and

any use guidelines contained in such Exhibit.

b. Centennial Campaign Materials.

- i. Red Cross acknowledges that LTP is the sole owner of the LTP Marks and the goodwill associated therewith and that all rights not expressly granted herein remain the sole and exclusive property of LTP. Red Cross will not use any LTP Marks without prior authorization of the City.
- ii. Subject to this Addendum, the Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use Red Cross's branded Centennial Campaign Materials, without modification and in the file types and formats in which they are provided to LTP by Red Cross from time to time, for the limited purpose of accurately advertising and promoting the existence and objectives of the Centennial Campaign, the fact of LTP's participation in the Centennial Campaign, and events and the achievement of milestones relating to LTP's participation in the Centennial Campaign. LTP's use of the Centennial Campaign Materials is subject to the same restrictions and conditions that apply to LTP's use of the Red Cross's name and logo under the Agreement.
- iii. LTP will not use or allow the use of the Centennial Campaign Materials for any purpose other than the purpose set forth in subsection (ii) above without the prior written consent of the Red Cross. Immediately upon request, LTP will deliver to the Red Cross all Centennial Campaign Materials, and LTP will cease any use, and will not permit the use, of the Centennial Campaign Materials.
- iv. The foregoing licenses shall terminate upon termination or expiration of this Addendum.
- v. Except as expressly provided in this Addendum, no Party shall use the name, logo or marks of the other Party in any public statements (including any promotional or media opportunities) or in any other manner whatsoever, without obtaining such other Party's prior written consent for each use.

c. Aquatics Centennial Data. Without the prior written consent of Red Cross, LTP will hold in confidence, and will not disclose to any third party, any data collected by LTP, or furnished by Red Cross to LTP, in connection with the Centennial Campaign (including non-public data regarding program offerings), or any other unpublished data or evaluative material provided to LTP by the Red Cross that relates to the Centennial Campaign. LTP hereby waives and will not assert any proprietary or intellectual property rights in data generated by LTP or Red Cross under this Addendum, nor shall it have the right to publish any such data without the prior written consent of Red Cross, except that LTP shall have the right to own and publish participant and assessment data collected at swim lessons provided that LTP provides the Red Cross with any publication at the time it is made.

5. Miscellaneous.

- a. This Addendum constitutes the entire agreement between the Parties with respect to the subject matter of this Addendum, and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to such subject matter. Except to the extent modified by this Addendum, the Agreement remains in full force and effect. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control.
- b. The Agreement shall continue to govern all aspects of LTP's conduct of American Red Cross Courses, including any Courses offered in connection with the Centennial Campaign.
- c. The Parties are independent principals in all relationships and actions under and contemplated by this Addendum. This Addendum does not create a partnership or joint venture, and no Party has the authority



to bind the other Party.

- d. This Agreement is binding upon and inures to the benefit of the Parties here to and their successors and permitted assigns. Notwithstanding the foregoing, neither Party may assign its rights or delegate its obligations under this Addendum without the prior written consent of the other Party.
- e. If any provision of this Addendum is held to be invalid, illegal or unenforceable, then, to the extent that such invalidity, illegality or unenforceability does not deprive either Party of any material benefit under this Addendum, such provision shall be deemed to be severed from this Addendum, and the remaining provisions will not be affected or impaired.

The Parties, acting through their respective duly authorized representative, have executed this Addendum to Licensed Training Provider Agreement, which shall come into force as of the Effective Date.

LTP Name: City of Rialto	The American National Red Cross
LTP Signature:	Red Cross Signature:
Name: Tanya Williams	Name: Ben Litton
Title: City Manager	Title: Red Cross Representative
Date:	Date:



**EXHIBIT A
LTP MARKS
City of Rialto**

EXHIBIT B
LTP EXPENSES FUNDED BY RED CROSS FOR
CITY OF RIALTO
FOR INITIAL TWELVE (12) MONTHS OF PARTICIPATION

Course/Program	Quantity/Unit	Fees
Learn to Swim: <ul style="list-style-type: none"> • Parent and Child Aquatics • Preschool Aquatics • Learn to Swim Levels 1 - 4 • Adult Swim - Learning the Basics • Adult Swim - Improving Skills and Swimming Strokes (Lifeguard and WSI prep) 	Up to 150 enrollees	Scholarship Funded Fee - \$40 Scholarship Funds Not to Exceed - \$6,000
Water Safety Instructor®/Basic Swim Instructor	Up to 6 enrollees	LTP license fees waived - \$44 per person Scholarship funded fees - \$50 per person
Lifeguarding Certification	Up to 6 enrollees	LTP license fees waived - \$47 per person Scholarship funded fees - \$50 per person
Junior Lifeguarding course	Up to 10 enrollees	LTP license fees waived - \$19 per person Scholarship funded fees - \$35 per person
Pediatric CPR/AED for Parents/Caregivers	Up to 25 enrollees	LTP license fees - \$32 per person + Scholarship funded fees - \$10 each OR Course fees waived - \$37; online only course – no certification
General Water Safety/Parent Education – online or in-person; Online courses: <ul style="list-style-type: none"> • Water Safety for Parents and Caregivers • Parent/Caregiver Orientation to Swim Lessons 	Unlimited (Goal: 150 enrollees)	No additional fees
Longfellow’s WHALE Tales	Unlimited (estimated 500 participants)	No additional fees
Lifeguard Management	Up to 2 enrollees	\$120 online course fees waived
Lifeguard Instructor Trainer Academy or Water Safety Instructor Trainer Academy	Up to 1 enrollee	\$350 Training Academy fees waived

Notes:

- LTP will enroll their Learn-to-Swim facilities in the annual Red Cross Learn-to-Swim facility program as set out in the Agreement.
- The focus of the Centennial Campaign with the LTP is to help the LTP expand their swim lessons and to develop more Water Safety Instructors (WSIs) that the LTP can hire to support the delivery of these lessons.
- Another focus of the Centennial Campaign with the LTP is to help increase water safety knowledge in the community, including parents and caregivers, and to encourage continued participation in swim lessons. As an example, this could be accomplished by encouraging parents and caregivers to complete the free, online courses, then present their completion certifications for "early enrollment" to enroll their children in the next level of swim lessons using a scholarship.
- LTP Fee Schedule:
 - Learn to Swim: 8 classes/Session - \$60 per session
 - Centennial American Red Cross Scholarship amount: \$40
 - Remaining fee to be paid by Participant: \$20
 - Junior Lifeguarding: \$75/session
 - Centennial American Red Cross Scholarship amount: \$35
 - LTP license fee Waived: \$19
 - Remaining fee to be paid by Participant: \$21
- Scholarship criteria is set by the LTP.
- Lifeguards who are conducting patron surveillance must be on duty during all American Red Cross courses.
- The following Red Cross educational materials will also be included at no additional cost to the LTP:

Product	Quantity/Unit
Banners	1
Posters	1
Swim Caps and Goggles	100
LTS Achievement Booklet (pk/50) – English	1
LTS Achievement Booklet (pk/10) – Spanish	3
Longfellow’s WHALE Tales Stickers	2 (English) 2 (Spanish)
Longfellow’s WHALE Tales Posters	1 (English) 1 (Spanish)
Water Safety Instructor Manual	6
Swimming and Water Safety Manual	6
Lifeguarding Manuals (+5 extra Junior Lifeguarding Reference)	11
FA CPR AED Instructor Manual	1
Pediatric CPR/AED Ready Reference Cards	25
CPR Student Training Kit (For Pediatric CPR/AED)	25