

Meeting Date: April 14, 2015

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE A resolution of the City Commission of the City of Pompano Beach, approving and authorizing the proper city officials to execute a training site agreement between The City of Pompano Beach and Total Caring Health, Education and Staffing, Inc. to provide supervision of Emergency Advanced Cardiac Life Support training for Pompano Beach Fire Rescue; providing an effective date.

OR MOTION: (Projected expenditure of \$2,975 from budgeted funds in line #140-22-31-522-40-10.)

Summary of Purpose and Why:

The agreement with Total Caring Health, Education, and Staffing, Inc. allows the fire department to conduct in-house recertification training of its own paramedics and EMTs at a substantial savings to the department of approximately \$60,000 bi-annually. The agreement also permits Pompano Beach Fire Rescue to conduct CPR classes for the public, as well as city employees. Costs to the fire department is limited to a simple certification card fee for individuals of \$4.50 for CPR and \$6.50 for paramedic-level ACLS (advanced cardiac life support) and PALS (pediatric advanced life support).

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: John Jurgle, Fire Chief Ext. 4510
- (3) Expiration of contract, if applicable: One year period
- (4) Fiscal impact and source of funding: Expense- approximately \$2,975 from budgeted funds in line #140-22-31-522-40-10 for certification cards for all fire employees. Training expense saved for in-house is approximately \$60,000.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Fire Administration	<u>3/20/15</u>	<u>Approval</u>	<u>J. Jurgle</u>
Finance	<u>3/24/15</u>	<u>Approval</u>	<u>[Signature]</u>
City Attorney	<u>3/24/15</u>	<u>[Signature]</u>	<u>Memo #2015-586</u>
Risk Manager	<u>3/25/15</u>	<u>Approved</u>	<u>E. Beech</u>

- Advisory Board
- Planning and Growth Management Director
- Public Works Administrator
- City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 15-A052**

To: John Jurgle, Fire Chief
From: Michael Hohl, Assistant Chief *MH*
Date: 03/03/15
Re: Training Site Agreement with Total Caring Health, Education,
and Staffing, Inc.

Attached is the Training Site Agreement with Total Caring Health, Education, and Staffing, Inc. This agreement allows the fire department to conduct in-house recertification training of our paramedics and EMTs at a substantial savings to the department of approximately \$60,000 bi-annually. The agreement also permits Pompano Beach Fire Rescue to conduct American Heart Association CPR classes for the public, as well as City employees. Costs to the fire department is limited to a simple certification card fee for individuals of \$4.50 for CPR and \$6.50 for paramedic-level ACLS (advanced cardiac life support) and PALS (pediatric advanced life support). Our partnership with Total Caring has been longstanding and continues to provide the fire department with a streamlined cost-effective means to deliver required American Heart Association courses to our personnel. Also attached is the Resolution, as well as the necessary paperwork to bring this before the City Commission for approval.

EVIDENCE OF INSURANCE

ISSUE DATE: 06/18/2014

<p>Master Policy Named insured National Professional Purchasing Group Association, Inc. c/o Lockton Affinity, LLC P. O. Box 410679 Kansas City, Missouri 64141-0679</p>	<p>THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE EVIDENCE HOLDER. THIS EVIDENCE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE CERTIFICATE DESCRIBED BELOW.</p>
<p>Named Insured Member: Total Caring Health Education and Staffing 2021 Crown Drive St Augustine, FL 32092-3616</p> <p>Member Certificate Number: 105-1003198-01 Primary Occupation: Group Secondary Occupation:</p>	<p>INSURERS AFFORDING COVERAGE:</p> <p>Certain Underwriters at Lloyd's, London</p>

THE EVIDENCE OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOCUMENT MAY PERTAIN, THE INSURANCE AFFORDED BY THE CERTIFICATE ISSUED TO THE MEMBER NAMED ABOVE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE MASTER POLICY TO WHICH IT REFERS TO. AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

- 1. Master Policy Number:** GLOPR1300702
- 2. Policy Period:** The **Policy Period** shall commence during the **Policy Period** set forth below. Coverage shall commence from the date upon which the **Named Insured** holds a valid RPG membership during the **Policy Period** and shall continue up to but not exceeding 365 days in all.

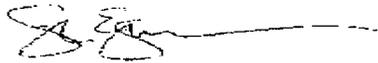
From: 07/11/2014
 To: 07/11/2015

Both dates at 12:01 a.m Local Time at the address listed in Named Insured stated above.

- 3. Policy Administrator:** Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679

4. Insuring Agreements and Limits of Liability

A. Professional Liability:	
i. Each Claim includes Claims Expenses	\$1,000,000
ii. Aggregate Limit of Liability includes Claims Expenses	\$3,000,000
B. General Liability (includes Host Liquor Liability)	
i. Each Claim includes Claims Expenses	\$1,000,000
ii. Aggregate Limit of Liability includes Claims Expenses	\$3,000,000
C. Fire/Water Damage Legal Liability from any one fire or Water Damage includes Claims Expenses	\$100,000
D. Medical Expense Payments	
i. Each Person	\$2,000
ii. Aggregate Limit of Liability	\$50,000
E. Policy Aggregate Limit of Liability includes Claims Expenses	\$3,000,000
Supplementary payments are in addition to these limits.	

<p>EVIDENCE HOLDER</p> <p>American Heart Association National Center 1100 East Campbell Road, Ste 100 Richardson, TX 75081</p>	<p>CANCELLATION</p> <p>SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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Customer #: 1369268



City Attorney's Communication #2015-586

February 12, 2015

TO: Michael Hohl, Assistant Chief
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Gordon B. Linn, City Attorney *MBL*
RE: Resolution and Agreement – TotalCaring Health, education & Staffing, Inc.

As requested in your e-mail of February 11, 2015, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TRAINING SITE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND TOTALCARING HEALTH, EDUCATION & STAFFING, INC. TO PROVIDE SUPERVISION OF EMERGENCY ADVANCED CARDIAC LIFE SUPPORT TRAINING FOR POMPANO BEACH FIRE RESCUE; PROVIDING AN EFFECTIVE DATE.

Should you need further assistance please feel free to contact me.

Jill R. Mesojedec

JILL R. MESOJEDEC

/jrm
L:cor/fire/adm/2015-586

Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TRAINING SITE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND TOTALCARING HEALTH, EDUCATION & STAFFING, INC. TO PROVIDE SUPERVISION OF EMERGENCY ADVANCED CARDIAC LIFE SUPPORT TRAINING FOR POMPANO BEACH FIRE RESCUE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Training Site Agreement between the City of Pompano Beach and TotalCaring Health, Education & Staffing, Inc., for supervision of advanced cardiac life support training for Pompano Beach Fire Rescue, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and TotalCaring Health, Education & Staffing, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

**TRAINING SITE
AGREEMENT**

THIS AGREEMENT, entered into on the _____ day of _____, 2015,

by and between:

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "TS,"

and

TOTALCARING HEALTH, EDUCATION & STAFFING, INC., a Florida corporation, with offices located at 2021 Crown Drive, St. Augustine, Florida 32092, hereinafter referred to as "CTC,"

WHEREAS, the American Heart Association ("AHA") is a nonprofit organization dedicated to fighting heart disease and stroke and sets guidelines for emergency cardiovascular care ("ECC") and ECC training;

WHEREAS, TotalCaring Health, Education & Staffing, Inc. is a Certified Training Center ("CTC"), that provides and manages ECC training under the guidelines and curriculum of the AHA; and

WHEREAS, the City of Pompano Beach would like its Fire Department to be a Training Site ("TS") that provides ECC training under the same guidelines and curriculum of AHA under the supervision of the CTC.

NOW, THEREFORE, in consideration of the mutual promises set out herein, the parties hereby agree as follows:

1. DEFINITIONS:

- 1.1 **AHA Materials:** "AHA Materials" shall mean all ECC materials published by the AHA including, but not limited to, textbooks, instructors' manuals, tests, keys, evaluation forms, newsletters, course completion cards and course participation cards.
- 1.2 **Courses:** "Course" or "Courses" shall mean the approved ECC courses listed below in which course cards will be distributed.
- A. *Basic Life Support*
Provider Course(s)
Instructor Course(s)
 - B. *Advanced Cardiac Life Support*
Provider Course(s)
Instructor Course(s)
 - C. *Pediatric Advanced Life Support*
Provider Course(s)
Instructor Course(s)
- 1.3 **Course Cards:** "Course Cards" shall mean those cards bearing the AHA Service Marks and ECC logo that TS may distribute to students pursuant to Program Guidelines to indicate that the student participated in or successfully completed a course.
- 1.4 **Geographic Territory:** The "Geographic Territory" shall mean the State of Florida.
- 1.5 **Training Site:** "Training Site" shall mean persons or organizations engaged or authorized by CTC to teach courses and for whom CTC will process course rosters.
- 1.6 **Instructors:** "Instructors" shall mean persons engaged or authorized by CTC or TS to teach courses.
- 1.7 **Program Guidelines:** "Program Guidelines" shall mean the then current Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiac Care, and most recent version of CTC Program Administration Manual, as they may be amended and/or supplemented by the AHA from time to time. The Program Guidelines are incorporated herein by reference as if fully set forth at length.

2. RESPONSIBILITIES OF TRAINING SITE:

- 2.1 **Courses:** TS shall conduct courses only within geographic territory. TS shall ensure that all courses taught by TS and/or Instructors conform to requirements of AHA.
- 2.2 The TS will support the **Chain of Survival** initiatives in cooperation with the AHA in their region and/or community, within available resources as outlined in Program Guidelines.

2.3 Rosters & Course Completion Cards:

- 2.3.1 TS shall safeguard Course Cards from unauthorized distribution. It shall limit the distribution of course cards only to persons who are students of the TS and/or Instructors who have met the requirements for receipt of course cards in accordance with Program Guidelines. Only the approved TS Coordinator may receive course cards from the CTC. The approved TS Coordinator will be solely responsible for control and security of card issuance. This responsibility may not be assigned or transferred to any other organization or individual, including Training Sites or Instructors. TS shall insure that only the appropriate type of course card, as set out in the Program Guidelines, is issued to each student.
- 2.3.2 TS shall maintain rosters and records for all courses conducted by TS for at least 3 years after the date the course was conducted.
- 2.3.3 TS shall submit statistical data and/or reports to the CTC as required under the Program Guidelines.

3. REVIEWS:

The CTC may monitor and/or review the TS performance and compliance with Program guidelines and AHA curriculum at least once each year through a review of course records, site reviews, and course audits. This shall be in addition to the monitoring of Instructors as part of their review.

4. COSTS AND FEES:

- 4.1 TS shall compensate CTC for the cost of any course card provided to TS, which is utilized and distributed as part of the course, and for its administration of the card, including monitoring and review of the issuance of such card under the program guidelines. The current cost for a BLS card and administrative review is Four Dollars and 50/100 (\$4.50) per card and the cost for an ACLS or PALS card and all instructor cards is Six Dollars and 50/100 (\$6.50), which may be subject to future modification should costs increase upon written notice to TS.
- 4.2 All costs of providing courses, including course materials for students shall be the responsibility of the TS. The AHA or CTC shall not have any responsibility for any costs incurred, or fees charged by TS. The AHA is paid no fees by the CTC or TS or instructors, and the AHA has no financial interest in the business of the CTC or TS.

5. RELATIONSHIP OF PARTIES:

The parties acknowledge and agree that the relationship created by this agreement is that of independent contractors, each is an independent business entity, and such, neither party may represent itself as an employee, agent or representative of the other; nor may it incur any obligations on behalf of the other party; nor are the parties joint ventures or partners; nor does the relationship created under this agreement constitute a franchise.

6. TERM AND TERMINATION:

The term of this agreement shall be for a **one-year** period, beginning on the date of execution of this agreement. It may only be extended by mutual written agreement of the parties. Each party is free to decline to renew or extend the term of this agreement.

This agreement may be terminated by either party if the other party breaches any term or condition of the Agreement and fails to cure the breach within ten business days after receipt of written notice describing the breach. TS acknowledges and agrees that breach includes, but is not limited to, failure by TS to comply with program and/or curriculum guidelines, and that neither the CTC nor its affiliates or officers, employees volunteers or agents shall have any liability for any resulting termination under this agreement.

This agreement may also be terminated by either party, without cause, upon thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals on the day and year first above written.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

By: _____
Lamar Fisher, Mayor

By: _____
Dennis W. Beach, City Manager

Attest:

Asceleta Hammond, City Clerk

(SEAL)

Approved as to form by:

Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

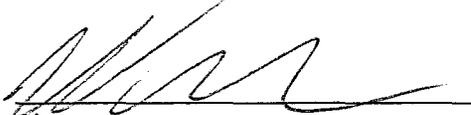
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"TOTALCARING"

Witnesses:

TOTALCARING HEALTH, EDUCATION & STAFFING, INC., a Florida corporation


Signature

Print Name: Vincent Monaco

By: James L. Terry

Print Name: JAMES L. TERRY

Title: Vice President

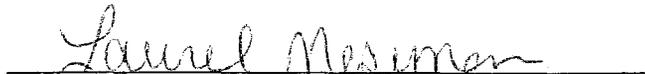

Signature

Print Name: Alex Semanyk

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 6th day of March, 2015 by James Terry, as vice president of TOTALCARING HEALTH, EDUCATION & STAFFING, INC., a Florida corporation, who is personally known to me or who has produced Florida drivers license (type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

Laurel Moseman
Name of Acknowledger Typed, Printed or Stamped

181394
Commission Number



Laurel Moseman
Notary Public
State of Florida

My Commission Expires 12/04/2018
Commission No. FF 181394

GBL/jmm
3/4/15
l:agr/fire/2015-585