

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Michael D. Simmons

Contact Number: 404-313-9165

Originating Department: Fire-Rescue

Committee(s) of Purview: Public Safety & Legal Administration

Chief of Staff Deadline: AUGUST 8, 2014

Anticipated Committee Meeting Date(s): August 26, 2014

Anticipated Full Council Date: September 2, 2014

Legislative Counsel's Signature: Kristen Dennis

Commissioner's Signature: Kelvin J. Cochran

Chief Financial Officer: \_\_\_\_\_

Chief Information Officer Signature (for IT Procurements) \_\_\_\_\_

Chief Procurement Officer Signature: \_\_\_\_\_

**CAPTION A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH "THE BETTER OUTCOMES FOUNDATION, INC." ON BEHALF OF THE DEPARTMENT OF FIRE RESCUE FOR THE PURPOSE OF PROVIDING FREE COMMUNITY CARDIAC PULMONARY RESUSCITATION (CPR) TRAINING TO CITIZENS OF ATLANTA AND FOR OTHER PURPOSES.**

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: \_\_\_\_\_  
(date)

Received by LC from CPO: \_\_\_\_\_  
(date)

Received by Mayor's Office: DD 7.25.14  
(date)

Reviewed by: \_\_\_\_\_  
(date)

Submitted to Council: \_\_\_\_\_ (date)

**A RESOLUTION BY**

**THE PUBLIC SAFETY AND LEGAL COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH “THE BETTER OUTCOMES FOUNDATION, INC.” ON BEHALF OF THE DEPARTMENT OF FIRE RESCUE FOR THE PURPOSE OF PROVIDING FREE COMMUNITY CARDIAC PULMONARY RESUSCITATION (CPR) TRAINING TO CITIZENS OF ATLANTA AND FOR OTHER PURPOSES.**

**WHEREAS**, there are an estimated 424,000 out-of-hospital sudden cardiac arrests (OHSCA) occurring in the United States annually; and

**WHEREAS**, the leading cause of death of residents in Fulton County is heart disease; and

**WHEREAS**, the survival rate for cardiac arrest patients in 2012, was 6.4% for the residents of Fulton County, Georgia; and

**WHEREAS**, early intervention of high-quality a bystander CPR compressions doubles or triples a victim’s chance of survival.

**WHEREAS**, the mission of the Department of Fire Rescue is to provide prompt quality service our stakeholders that promote safety, security, enhances sustainability, and enriches the quality of life through professional development and dedication to service.

**WHEREAS**, the mission of “The Better Outcomes Foundation, Inc.” is to provide high-quality, highly accessible, no cost training and education in 911/CPR/AED use to the historically at-risk populations of Fulton County, Georgia and to the pre-hospital emergency care providers who serve them.

**WHEREAS**, the Department of Fire Rescue and “The Better Outcomes Foundation, Inc.” wishes to combine resources to identify, target, and provide free CPR training to at-risk communities within the City of Atlanta; and

**WHEREAS**, this agreement will enhance the Department of Fire Rescue abilities to teach 911/CPR/AED training to general lay persons and community leaders in community-based places of worship, clinics, senior communities, shelters, civic organizations, schools, public gatherings, health fairs, fire stations, and business districts in at-risk communities within the City of Atlanta.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY  
RESOLVED, as follows:**

**SECTION 1:** That the Mayor or his designee is hereby authorized to enter into an agreement with “The Better Outcomes Foundation, Inc.” on behalf of the Department of Fire Rescue for the purpose of providing free community cardiac pulmonary resuscitation (CPR) training to citizens of Atlanta and for other purposes

**SECTION 2:** That all resolutions or parts of resolutions in conflict herewith are hereby waived to the extent of the conflict

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City

**A. To be completed by Legislative Counsel:**

Committee of Purview: Public Safety & Legal Administration

**Caption: A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH "THE BETTER OUTCOMES FOUNDATION, INC." ON BEHALF OF THE DEPARTMENT OF FIRE RESCUE FOR THE PURPOSE OF PROVIDING FREE COMMUNITY CARDIAC PULMONARY RESUSCITATION (CPR) TRAINING TO CITIZENS OF ATLANTA AND FOR OTHER PURPOSES.**

Council Meeting Date: September 2, 2014

Requesting Dept.: Fire Rescue

FAC Confirmed by:

(Council members and staff)

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

**Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.**

The purpose of the legislation is to enter into an agreement in order to provide free community cardiac pulmonary resuscitation (CPR) to the citizens of the City of Atlanta.

**2. Please provide background information regarding this legislation.**

**Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.**

There are an estimated 424,000 out-of-hospital sudden cardiac arrests occurring in the United States annually. The leading cause of death of residents in Fulton County is heart disease and the survival rate for cardiac arrest patients in 2012, was 6.4% for the residents of Fulton County, Georgia. It has been proven that early intervention of high-quality a bystander CPR compressions doubles or triples a victim's chance of survival. To enhance the survivability rate the Department of Fire Rescue and "The Better Outcomes Foundation, Inc." wishes to combine resources to identify, target, and provide free CPR training to at-risk communities within the City of Atlanta.

3. If Applicable/Known:

- (a) Contract Type (e.g. Professional Services, Construction Agreement, etc): NA
- (b) Source Selection: NA
- (c) Bids/Proposals Due: NA
- (d) Invitations Issued: NA
- (e) Number of Bids: NA
- (f) Proposals Received: NA
- (g) Bidders/Proponents: NA
- (h) Term of Contract: NA

4. Fund Account Center (*Ex. Name and number*):

Fund: \_\_\_\_\_ Account: \_\_\_\_\_ Center: \_\_\_\_\_

5. Source of Funds: General Fund

6. Fiscal Impact:

*Example: This legislation will result in a reduction in the amount of \_\_\_\_\_ to Fund Account Center Number \_\_\_\_\_.*

7. Method of Cost Recovery: NA

*Examples:*

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.*

This Legislative Request Form Was Prepared By: Michael D. Simmons (404) 313-9165

(Do Not Write Above This Line)

A RESOLUTION BY

THE PUBLIC SAFETY & LEGAL ADMINISTRATION

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH "THE BETTER OUTCOMES FOUNDATION, INC." ON BEHALF OF THE DEPARTMENT OF FIRE RESCUE FOR THE PURPOSE OF PROVIDING FREE COMMUNITY CARDIAC PULMONARY RESUSCITATION (CPR) TRAINING TO CITIZENS OF ATLANTA AND FOR OTHER PURPOSES.

First Reading  
Committee Public Safety Committee

Date August 26, 2014  
Chair C. T. Martin  
Referred To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)  
Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)  
Other

Members

Refer To

FINAL COUNCIL ACTION  
2<sup>nd</sup>  1<sup>st</sup> & 2<sup>nd</sup>  3<sup>rd</sup>   
Readings  
 Consent  V Vote  RC Vote

CERTIFIED

MAYOR'S ACTION

CONSENT REFER

REGULAR REPORT REFER

ADVERTISE & REFER

1<sup>ST</sup> ADOPT 2<sup>ND</sup> READ & REFER

PERSONAL PAPER REFER

Date Referred  
Referred To:

Date Referred  
Referred To:

Date Referred:  
Referred To:

Referred To:

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)  
Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)  
Other

Members

Refer To



**MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN  
THE BETTER OUTCOMES FOUNDATION, INCORPORATION  
AND  
CITY OF ATLANTA FIRE DEPARTMENT**

**THIS MEMORANUM OF AGREEMENT, by and between The Better Outcomes Foundation, Inc., (“Foundation”) and the City of Atlanta Fire Rescue Department, Georgia (“AFRD”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

**1. PURPOSE:**

To teach 911/CPR/AED sessions-courses to general lay persons and strategic community leaders in community-based places of worship, clinics, senior service centers, senior community high-rises and assisted living facilities, shelters, recreational events and facilities, community and civic organizations, schools, public gatherings, at health fairs, fire stations, and business districts in at-risk communities within the City of Atlanta.

**2. RESPONSIBILITIES:**

a. The Foundation will be responsible for the following:

- (1) Teach high performance CPR courses to strategic trainers in public safety, public health, clinical and home health-setting care providers, and security personnel who serve the at-risk populations in the City of Atlanta.
- (1) Identify locations in at-risk communities within the City of Atlanta that would most likely benefit from the placement, maintenance, and instructions in the use of AEDs.
- (2) Implement an awards and recognition program that will recognize citizens and providers who are involved in the successful out-of-hospital sudden cardiac arrest survivors in the City of Atlanta.
- (3) Provide data and updates to Department leadership on the progress and status of the Foundation’s mission, vision, funding, and goals objective achievement.
- (4) Prepare and deliver quarterly reports to the AFRD of all activities within the city boundaries.

- b. The AFRD will be responsible for the following:
- (1) Provide an open letter on AFRD letterhead, signed by the Fire Chief which confirms an endorsement by the Department of the mission, vision, values, and goals of the Foundation. The letter will be displayed/provided to interested stakeholders, potential supporters and donors in the community.
  - (2) Grant the Foundation permission to use the AFRD name and logo on and in materials such flyers, posters, banners, displays, print media, websites or other media intended for promotional, educational, marketing, awareness, and fundraising purposes.
  - (3) Provide the Foundation information and opportunity to participate in AFRD sponsored community out-reach events such as health fairs, screenings, open houses and other similar community events.
  - (4) Accommodate when possible requests from the Foundation to provide in uniform firefighter personnel to assist the Foundation in CPR demonstrations and exhibitions at community outreach events in the City of Atlanta.
  - (5) Accommodate when possible requests from the Foundation to provide space and facilities in fire stations when the Foundation seeks locations to teach and demonstrate CPR in community outreach events.
  - (6) Provide the information and opportunity necessary to recognize and award Atlanta citizens and Department personnel who are involved in the successful out-of-hospital sudden cardiac arrest survivors in the City of Atlanta.
  - (7) Provide data of the number sudden cardiac arrest calls in the City of Atlanta wherein a resuscitation attempt was made, if any bystander CPR was in progress on arrival, if an AED was onsite and utilized prior to Department arrival, if ROSC was achieved, and if the victim was transported to the hospital.
  - (8) Refer citizen inquiries made to the AFRD regarding CPR course opportunities to the Foundation for assessment of eligibility to receive free services from the Foundation.
  - (9) For any CPR course provided to a City of Atlanta resident or worker who qualifies for free CPR courses as defined by the Foundation, the Atlanta Fire Rescue Department will fund or reimburse the Foundation the cost of any required CPR course materials such as student books, or certifications cards.
  - (10) Provide the opportunity for the Foundation to meet with regularity with Department leadership to report and review the progress and status of the Foundation's mission, vision, and goals objective achievement.



**NOW THEREFORE, in consideration of the following mutual obligations, the Foundation and City agree as follows:**

### **3. TERM OF AGREEMENT**

- a. The term of this Agreement shall commence on the 1<sup>st</sup> day of June 2014 at 0000 hours and will automatically renew on January 1 of each successive year, unless terminated pursuant to section (3b) of this MOA.
- b. The parties agree that, either party may terminate this Agreement at any time during the term of this Agreement upon thirty (30) days written notice to the other party.

### **4. LIABILITY**

- a. Each party to this Agreement shall be responsible for providing its employees with all compensation and benefits to which they are entitled to when such employees are providing services pursuant to this Agreement. Neither party shall assume any responsibility for the compensation or benefits of the employees of the other party with respect to the performance of any activities related to this Agreement.
- b. Nothing contained in this Agreement shall be construed to be a waiver of sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

### **5. AMENDMENTS**

- a. This Agreement may be modified at any time during the term by mutual written consent of both parties, as approved by the parties' governing authorities.

### **6. THIRD-PARTY BENEFICIARIES**

- a. This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.

### **7. RELEASE OF CLAIMS**

- a. Each of the parties agree to hold harmless, defend, indemnify and release the other party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this Agreement, to the extent permitted by applicable law.

**IN WITNESS WHEREOF, the Foundation and AFRD have executed this Agreement through their duly authorized officers on the day and year first above written.**

**BETTER OUTCOMES FOUNDATION, INCORPORATED**

Approved as to Form:

\_\_\_\_\_  
Executive Director  
The Better Outcomes Foundation, Inc.

\_\_\_\_\_  
Witness

**CITY OF ATLANTA FIRE RESCUE DEPARTMENT**

\_\_\_\_\_  
Kelvin J. Cochran, Fire Chief

\_\_\_\_\_  
Municipal Clerk (SEAL)

Approved as to Form:

\_\_\_\_\_  
City Attorney