

PARKS AND RECREATION DEPARTMENT
MEMORANDUM 10-A106

DATE: June 25, 2010

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator *MS*

SUBJECT: Agenda Item – Memorandum of Understanding between the
City and The American Red Cross

Please place the attached agreement on the July 13, City Commission Agenda. The agreement is a Memorandum of Understanding between the City of Pompano Beach and The American Red Cross to provide Red Cross Health and Safety Programs to the Community. The agreement will allow for residents of the city to participate in American Red Cross Health and Safety Programs at the various Parks and Recreation Department facilities.

If you have any questions or need additional information regarding the attached agreement please call me at 4191.

MAB/afh

Attachment

cc: Scott Moore, Recreation Manager

RESOLUTION NO. 2010- _____

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 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND THE AMERICAN RED CROSS TO PROVIDE RED CROSS HEALTH & SAFETY PROGRAMS TO THE COMMUNITY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Memorandum of Understanding between the City of Pompano Beach and the American Red Cross to provide Red Cross health and safety programs to the community, 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 the American Red Cross.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2010.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

Memorandum of Understanding

Between

The American Red Cross

and

City of Pompano Beach, Florida

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and City of Pompano Beach and its agencies (hereinafter Local Jurisdiction), in providing training programs to the community to help residents prevent, prepare for and respond to emergencies. This MOU provides the broad framework for cooperation between the Red Cross and the Local Jurisdiction in rendering service to members of the community in the form of American Red Cross Health & Safety Programs, as well as other services for which cooperation may be mutually beneficial.

II. Independence of Operations

Each party to this MOU will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and procedures and financing its own activities.

III. Health & Safety Services Covered by this MOU

The Red Cross provides health & safety training programs pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter, codified at Title 36, Sections 300101-300111, of the United States Code (1998). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

On a local level, the Red Cross provides training programs in many different areas including CPR, First Aid, Aquatics and Caregiving. In effort to further prepare residents of the City of Pompano Beach and of Broward County, Florida, the American Red Cross provides regularly scheduled, open-enrollment training programs to the general public and supports third-party providers of American Red Cross training programs.

IV. Organization of the American Red Cross

The national headquarters of the Red Cross is located in Washington, D.C. National headquarters is responsible for implementing policies and procedures that govern Red Cross activities and providing administrative and technical supervision and guidance to the chartered units, which include chapters and blood services regions. Each chapter has certain authority and responsibility for carrying out Red Cross disaster preparedness and response activities, delivering

local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it.

Services are provided regardless of citizenship, race, religion, age, sex, or political affiliation. In providing services, the Red Cross follows the Fundamental Principles of the International Red Cross and Red Crescent Movement.

VII. Cooperative Actions

The Red Cross and the Local Jurisdiction will coordinate in rendering health & safety training activities in the following manner:

1. Maintain close liaison at all levels of both the ARC and the Local Jurisdiction by conferences, meetings, telephone, facsimile, e-mail, and other means. Share current data regarding the number of residents trained at facilities provided by the Local Jurisdiction. Include a representative of the other party in appropriate committees and task forces formed to further prepare residents of Broward County, Florida to prevent emergencies.
2. Keep each other informed of the needs of the community as it relates to health and safety training programs including CPR, First Aid and Caregiving programs.
3. The Local Jurisdiction will provide training space for the American Red Cross, Broward County Chapter to conduct training in CPR, First Aid and Caregiving programs. Training programs will be conducted at the following locations:
 - Emma Lou Olson Center - 1801 NE 6 Street
 - Herb Skolnick Center - 800 SW 36 Avenue
 - Larkins Community Center - 520 Martin Luther King Blvd
 - Highlands Center - 1650 NE 50 Court
4. The American Red Cross will provide all course materials, qualified instructors and instructor trainers and administrative support for open-enrollment courses conducted at one of the Local Jurisdiction's facilities. The courses may include:
 - CPR/AED – Adult
 - CPR/AED – Child and Infant
 - Standard First Aid
 - Standard First Aid with CPR/AED – Adult
 - Standard First Aid with CPR/AED – Adult, Child & Infant
 - Dog and Cat First Aid
 - Babysitter's Training
 - CPR/AED for the Professional Rescuer and Healthcare Provider
 - Emergency Response
 - Target Zero

5. Advocate for programs and legislation designed to mitigate disaster damage and loss of life in the Local Jurisdiction.
6. Encourage mutual participation and coordination of services to the community.
7. Actively seek to determine other areas/services within the ARC and the Local Jurisdiction where cooperation and support will be mutually beneficial.
8. Use or display the name, emblem, or trade marks of the ARC or the Local Jurisdiction only in the case of defined projects and only with the prior express written consent of the other organization.
9. Explore opportunities for collaboration to provide Community Disaster Education (“CDE”) within the Local Jurisdiction. Cooperative efforts could include distributing CDE materials to targeted populations within the community, preparing volunteers as CDE presenters, or jointly developing and implementing CDE plans.
10. Allow the use of each other’s facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.
11. Widely distribute this MOU within the ARC’s and the Local Jurisdiction’s departments and administrative offices and urge full cooperation.

VIII. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

IX. Term and Termination.

This MOU is effective as of JULY 1, 2010 . It expires on JUNE 30, 2015. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any reason or for no reason.

X. Miscellaneous

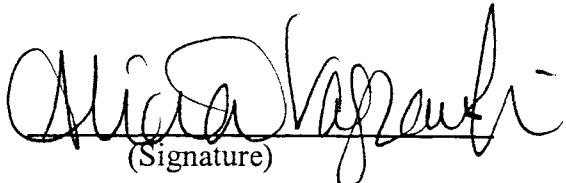
This MOU does not create a partnership or a joint venture. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

City of Pompano Beach, Florida

The American Red Cross

By: _____
(Signature)

By: 
(Signature)

Name: _____

Name: Alicia Laszewski

Title: _____

Title: Chapter Executive
Broward County Chapter

Date July 1, 2010

Date: July 1, 2010

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

(SEAL)

MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, 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