

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: 9/11/14

Action Requested By: Fire and Rescue

Agenda Type: Resolution

Subject Matter:

Approval of Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and John C. Calhoun Community College to provide Emergency Medical Technician training to Huntsville Fire and Rescue personnel.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: Yes

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement will allow for the instruction of Emergency Medical Technician to be accomplished at a reduced cost to the city.

Associated Cost: As needed

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: *AW McFal*

Date: Sep 5, 2014

RESOLUTION NO. 14- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama, and John C. Calhoun State Community College, which said Agreement is attached hereto and identified as "Agreement between the City of Huntsville and John C. Calhoun State Community College, for the facilitation of Emergency Medical Technician (EMT) program training for Huntsville Fire & Rescue Training Center participants" consisting of six (6) pages and the date of September 11th, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 11th day of September, 2014.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 11th day of September, 2014.

Mayor of the City of Huntsville,
Alabama

Calhoun Workforce Solutions (CWS) will provide a dedicated Project Manager to oversee the delivery of the EMT program (180-hour theory and lab/45-hour clinical). HFR will provide certified instructor(s) who are credentialed in the latest protocol to facilitate the training and clinical experiences. CWS's Project Manager will work collaboratively with HFR administration to ensure that the instructor(s) meet the minimum instructional qualifications for Calhoun Community College's Emergency Medical Services ("EMS") Program. HFR will provide textbooks, computers, and clinical laboratory space and equipment necessary to perform the practical and testing activities associated with the training. HFR will also provide all participants personal stethoscopes, trauma shears, uniform pants (black or navy blue), and shoes/boots (black). In addition, each participant is responsible for submitting a completed CWS health form prior to being accepted into the clinical portion of the training; this includes a physical exam, immunization tracking, drug screening and a background check. HFR is responsible for ensuring that drug screening and background check records are current (no more than 12 months old) and are available to CWS's Project Manager upon request.

CWS will supply Alabama Department of Postsecondary Education's (DPE's) copyrighted curriculum. The course description is set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference. In addition, CWS will provide customized assessments that are designed to reflect the National Registry for Emergency Medical Technicians (NREMT) body of knowledge and serve as preparation for the certification exam. To protect the integrity of the curriculum and assessments for both parties, CWS personnel will proctor all assessments. Upon successful completion, participants will be qualified to challenge the NREMT board exam (NOTE: The exam is NOT a part of this scope of work).

Calhoun will provide each participant with two uniform shirts, a Platinum Planner, immunization and document tracking, malpractice insurance and EMS online testing in exchange for the variable cost fee.

Each participant will receive a certificate of completion from Calhoun Community College. HFR Administration will receive aggregated results of the participant evaluations. In addition and for continuous improvement purposes, Calhoun will provide HFR Administration with individual and aggregated results of the customized assessments. Calhoun will ensure that all Family Educational Rights and Privacy Act (FERPA) guidelines are followed

2.0 Period of Performance and Schedule: The Training shall commence no later than October 13, 2014 and be completed by December 8, 2014.

3.0 Contract Price: In consideration of the services rendered hereunder, the City shall pay to Calhoun for the work performed pursuant to the Scope of Work the amount of Four Thousand and no/100 Dollars (\$4,000.00) plus One hundred five and no/100 Dollars (\$105.00) Variable Cost fee for each participant in the Training. The City shall pay Calhoun within thirty (30) days from the date of receipt of the monthly invoice from Calhoun.

4.0 Place of Performance: The contract will be performed primarily in Huntsville, Alabama.

5.0 Calhoun Performing as an Independent Contractor: In the performance of this work it is understood between the parties that Calhoun and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Calhoun shall have no authority to obligate the City to any indebtedness or other obligation.

6.0 Notices: All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

John C. Calhoun Community College.

Attention:

City Of Huntsville

Attention:

7.0 Entire Agreement: The contract between the City and Calhoun consists of this written Agreement and any documents or drawings furnished by the City and referenced herein. This written Agreement, including all attachments, constitutes the entire agreement between the City and Calhoun with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and Civil Solutions.

8.0 Effective Date of Contract: This contract shall be effective on the date this Agreement is executed by the last party to execute it.

9.0 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than Calhoun.

10.0 No Waiver Clause: The failure of either party to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the party's right to future performance of such terms.

11.0 This agreement shall be governed by the laws of the State of Alabama. Proper venue to enforce any section of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

12.0 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

13.0 When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning in the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

14.0 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

15.0 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

16.0 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

17.0 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

18.0 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

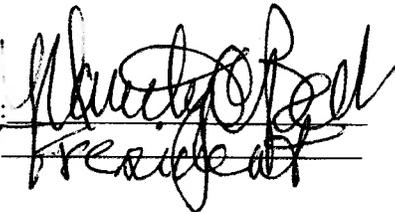
19.0 In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

**JOHN C. CALHOUN
COMMUNITY COLLEGE**

Attest:

By:
Its:



CITY OF HUNTSVILLE

a municipal corporation
in the State of Alabama

Attest:

Charles E. Hagood
Its: Clerk-Treasurer

By: _____
Tommy Battle
Its: Mayor

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of The City of Huntsville, a municipal corporation, are signed to the foregoing document, and who are known to me, acknowledged before me on this day that, being informed of the contents of the document, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2014.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
)
COUNTY OF Madison)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Marilyn C. Beck, whose name as President of John C. Calhoun Community College, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her capacity as such officer, executed the same with full authority for and as the act of said entity on the day the same bears day.

GIVEN under my hand and official seal this the 8th day of September, 2014.

Carl A. Garry
Notary Public
My Commission Expires: 3/14/18