

**Johnson County HeartSafe Foundation**  
**General Meeting Minutes**  
March 12, 2018  
9:00 – 11:00 AM  
Sunset Office Building – 11811 S. Sunset Dr. – Room 1020

Meeting called to order at 9:07 AM by Alyson

**Attendance**

Board:

Alyson Angell – President  
Melody Morales – Vice-President  
Nancy Holland – Treasurer  
Colin Fitzgerald – Secretary  
Brad Robbins – Member at Large  
Daren Pfeifer – Member at Large  
Dawn Faudre – Member at Large

Absent Board:

Brian DeVader – Member at Large  
Charles Foat – Member at Large

General Attendance:

Tricia Roberts - OPFD

Guests:

Danny Jordan – Cardiac Arrest Survivor, Retired PD

Board meeting minutes from January 22<sup>nd</sup>, 2018 previously approved via email

Danny introduced himself and told his story. Previously diagnosed and treated for Stage III Hodgkin's Lymphoma in March 2015. Received triple by-pass open-heart surgery in March 2016. Had a cardiac arrest on Jan 30<sup>th</sup> of this year while playing racquetball. Received bystander CPR which resulted in resuscitation after approximately four minutes. AED was on site but was not needed. Now has implanted defibrillator. Would like to honor the bystanders who saved his life. (See attachment for his full story.)

Melody described current HeartSafe Heroes celebration setup for April. Print material already completed. Discussion was held on possible re-printing. Table tents would need to be re-designed due to lack of room. Potential solution was discussed where partner organizations are removed, moving sponsors to top of tents, making room for another case. The Board agreed to this solution. Melody requested bystander information from Danny.

## **Executive Reports**

President – Alyson Angell – Alyson handed out Amazon Smile charity information cards for review. Information will be added to Facebook.

Vice President – Melody Morales – no report

Treasurer – Nancy Holland – Provided current balance sheet. Current account balance is \$1,757.30. Several checks were received today. Nancy will update spreadsheet and send for attachment to minutes (attached). She is also beginning the research into tax reporting requirements for the Foundation.

Secretary – Colin Fitzgerald – no report

## **Committee Reports**

### **AED Group**

Brad provided a sample AED agreement (attached) he updated for JoCo HeartSafe based on an agreement he found online. Darren mentioned a Med-Act employee, Lane Pivonka, who is also an attorney. He will send the agreement to him for potential review. Further discussion was held on the agreement where it discusses targeted organizations. It was felt that it should be kept broad to non-profit organizations. It was also noted that the agreement included providing an AED and cabinet. The group felt that the language regarding the cabinet should be removed. It was also noted that no language was present about registering the AED with MARC in accordance with state law. This will be added. One reference to New York was also noted which will be removed.

### **HeartSafe Heroes Celebration**

New date is April 16<sup>th</sup>, 2018 (3:45-6:00). Details are the same as the previous, postponed date, except will now have six cases instead of five. Reprinting will be done as discussed above with Danny's details. Media will also need to be re-contacted. Nancy is going to try to get some airtime on the Fox news morning show the morning of the event. Melody will also follow up with Charles about the JCCC EMS students who are supposed to operate an educational hands-only CPR training area. It was also confirmed that Alyson's Father will take pictures at the event. Melody is still waiting on confirmation from all the survivors / bystanders that they can make the new date.

## **General Topics / Updates**

- a. **Facebook / Social Media** – Amazon Smile charitable information will be added to Facebook (Alyson) and Twitter (Nancy)
- b. **Website** – New date of HeartSafe Heroes event has been added

**c. Fundraising / Donations** – Melody located fundraising cards and will send out digital version to the group

**d. Other / New Business**

Darren has been in contact with Dana Wright from KMBZ 980. She is involved in an event for Halbrook County Club in Leawood where LPD / LFD will provide Hands-Only CPR training. Darren told her about HeartSafe as well as PulsePoint. Believes she will give some on-air mentions.

Tricia asked if anyone had noticed problems with PulsePoint. Several members have said that some settings seemed off. Melody is going to check into it.

Alyson asked about how we wanted to handle future nominations for cardiac save events. The possibility of a form being added to the website was discussed. Melody discussed the difficulty with tracking down bystanders since their information is often not collected. It was pointed out that survivor stories could also be shared on the various platforms. It was mentioned that we should start maintaining narrative summaries of all the past honored survivor stories on the website. This would also give a venue for sharing stories that were not able to be honored at the annual event. Group was in support.

Melody asked Tricia about any ideas for drumming up more interest in attending HeartSafe meetings. Nothing specific was noted.

## **Future Meeting Dates**

- April 16<sup>th</sup>, 2018 – 3:45-6:00 – HeartSafe Heroes event. JCCC – Regnier Center – Capital Federal Conference Room
- May 15<sup>th</sup>, 2018 – 9:00 – General Meeting – 11811 S. Sunset Dr. - Room # 1020

# Danny Jordan

## Background and CPR Story



### PERSONAL:

Danny Jordan

Residence: 10948 S Wrangler Street, Olathe, KS 66061 (\*retired and moved from CA to KS April 2017)

Contact: email = [DJLMagic@gmail.com](mailto:DJLMagic@gmail.com) / cell/text 661-313-6255 / home 661-296-9891

Married 25 yrs to Lisa / Son (USMC Sgt.) Justin Jordan, 23 yrs / Daughter (Univ. of AZ senior-Nutrition) Alison 22 yrs

### HEALTH: (main)

March 2015 Diagnosed with Stage III Hodgkin's Lymphoma. Underwent 12 rounds of chemo

March 2016 triple by-pass open heart surgery

January 2018 Sudden Cardiac Arrest. Required cardioverter implant

March 2018 received my first defibrillator shock due fainting from 220bpm A-Fib

### BACKGROUND:

- Graduated Birmingham HS, Van Nuys CA 1980
- US Army 1981 – 1984
- Los Angeles County Deputy Sheriff (ret.) 1986 – 2016
- Author – published 2006 / First Responders' Handbook of Humor – A Comical Anecdote for STRESS
- Motivational Speaker (ret.) 1997-2017 (subjects included: stress management, personal safety, leadership)
- Professional Magician 1993-2017
- Proud Member of Costco

## **CPR STORY:**

January 30, 2018 at about 1020 hrs. I was at the Genesis Health Club – Olathe Ridgeview (17800 W 106<sup>th</sup> St, Olathe, KS). I was playing doubles racquetball. Only about 10 minutes into the game it was reported I went stiff and fell face first onto the hardwood floor. Immediately two players on the court with me, Larry Parks, Olathe PD ret. and Darrell Dyer, US Army Col. Ret. / ATF Special Agent ret.) came to me attention. Finding I had no pulse or breathing and saw I started to turn blue and my tongue turned white. Mr. Parks opened my airway and Mr. Dyer started CPR chest compression. The third player on the court Keith Hughes (a lifelong Olathe resident and businessman) grabbed his cell phone located right outside the court and called 9-11. Mr. Hughes then went to the front desk and notified them of the emergency and stayed on the line to meet the responding units. He also made sure the side doors and a path was cleared to my location. Another gym member (Nick) witnessed the administration of CPR and saw I was still blue in the face, went to locate the AED and joined the men giving CPR. At that point he opened and readied the AED. CPR was given for about 4 minutes and I was revived not needing to be defibrillated. The electrophysiologist at the hospital said only 1% or SCA patients don't require defibrillation. The doctor suggested the lack of AED in my case was possibly due to hitting the hardwood floor and the quick CPR. Another gym member Jeff Kunze (Pastor at Christ Lutheran Church – Overland Park, KS and father to Tana Kunze, Olathe PD) pulled up at front of the gym at the same time as the first responder Olathe PD officer. Finding out what the emergency was Pastor Kunze quickly escorted him along with his medical bag to my location. Then Pastor Kunze went back to meet the FD and escorted them in a side door to my location. Johnson County Med-Act transported me to Olathe Medical Center Hospital. At the hospital I underwent two surgeries. One was to implant a lifesaving ICD (implantable cardioverter defibrillator) and the other an angioplasty.

About 36 days later, on March 7, 2018, while at home with my wife and daughter, I went into A-fib with a heart rate of 220bpm and subsequently passed out. Immediately the cardioverter shocked me. My wife and daughter drove me to the hospital where I remained for 4 days while I was medically tested and administered new lifesaving medicines.

## **CITIZEN HEREOS:**

Darrell Dyer – CPR Chest Compressions

Larry Parks – Opened Airway

Keith Hughes – call 9-11 and meet first responders. Facilitated speedy access to victims location

Nick – retrieved AED and prepared it for use

Jeff Kunze – meet first responders and escorted to victims location via short cut

### Johnson County HeartSafe Foundation

Date	Check Number	Deduction	Deposit	Explanation	Balance		
January 9, 2017			\$50.00	Initial deposit from Holland Family	\$50.00		
May 2, 2017	1001	\$0.00		Voided Check For Paypal	\$50.00		
June 26, 2017			\$500.00	Deposit from Regnier Foundation for Celebration	\$550.00		
October 31, 2017			\$550.00	Deposit from Holland Family	\$1,100.00		
November 30, 2017	1051	\$0.00		Voided Check For Amazon Smile Donations	\$1,100.00		
December 4, 2017			\$500.00	Deposit from PulsePoint	\$1,600.00		
January 2, 2018	1002	\$17.66		The Print Shop of Johnson Co. - Invitations, Logo Sheets, Envelopes	\$1,582.34		
February 8, 2018	1003	\$36.34		The Print Shop of Johnson Co. - Certificates for HeartSafe Heroes Celebration	\$1,546.00		
February 9, 2018			\$250.00	Deposit - HCA Midwest	\$1,796.00		
February 16, 2018	1004	\$38.70		The Print Shop of Johnson Co. - Table Tents	<b>\$1,757.30</b>		
March 12, 2018			\$400.00	Deposit - \$400 total (\$300 - St. Michael's Girl Scouts and \$100 - Network For Good)	\$2,157.30		
March 13, 2018	1005	\$55.46		Reimbursement to Melody Morales (\$16.01 and \$39.45 for HeartSafe Heroes Certificates)	\$2,101.84		

**JOHNSON COUNTY HEARTSAFE FOUNDATION AUTOMATED EXTERNAL DEFIBRILLATOR DONATION  
AGREEMENT**

This Johnson County Heartsafe Foundation Automated External Defibrillator (AED) Donation Agreement ("Agreement") is entered into and effective as of \_\_\_/\_\_\_/\_\_\_ by and between the Johnson County Heartsafe Foundation ("Foundation") and \_\_\_\_\_ ("Donee").

WHEREAS, sudden cardiac death caused by sudden cardiac arrest (SCA) is a leading cause of death in the U.S. and can strike young people participating in athletic activities at schools, community centers, and recreation centers.

WHEREAS, placing AEDs in schools, community centers, and recreation centers may help increase the chances of saving the lives of persons experiencing SCA in these environments.

WHEREAS, the Foundation is donating AEDs to selected non-profit schools, houses of worship, and community centers who have applied for such donations.

WHEREAS, Donee represents to the Foundation that it is 501(c)(3) tax-exempt entity or another type of nonprofit entity.

WHEREAS, Donee wishes to receive an AED donated by the Foundation.

WHEREAS, the Foundation requires all donees to enter into this Agreement as a condition of receiving an AED donation.

NOW, THEREFORE, in consideration of the foregoing recitals, and intending to be legally bound, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated into and made a material part of this Agreement.
2. Obligations of the Foundation. Subject to the terms of this Agreement, the Foundation agrees to donate to Donee, without cost, one AED and one AED wall cabinet ("Equipment").
3. Obligations of Donee. In consideration for the receipt of the donated Equipment, Donee hereby:
  - 3.1. Understands, acknowledges and agrees that the Foundation is not, pursuant to this Agreement or its Equipment donation, providing AED program services to or otherwise assuming responsibility for any aspect of Donee's use, attempted use, or non-use of, the Equipment or Donee's AED program.
  - 3.2. Understands, acknowledges, and agrees that, to the extent that any manufacturer or distributor provides any training or services in connection with the Equipment, such training and services are in no way associated with or endorsed by the Foundation.
  - 3.3. Assumes sole and exclusive responsibility for all aspects of Donee's use, attempted use, or non-use of the Equipment and the creation, implementation, and operation of all aspects of Donee's AED program;

- 3.4. Applicant acknowledges and agrees that the Foundation has not and will not be providing Applicant with any medical advice or advice regarding the use of the Equipment or Donee's AED program. Applicant understands that there may be risks associated with the Equipment and fully accepts such risks. Applicant further acknowledges that the Foundation does not recommend or endorse any specific physicians, AED products, procedures, AED program design, opinions, or other information that may be mentioned in the AED Application, this Agreement, the Foundation website, links from the Foundation website, or offered by any person or entity affiliated in any way with the Foundation.
- 3.5. UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT
- (i) ANY EQUIPMENT PROVIDED BY OR THROUGH THE FOUNDATION IS PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER WHETHER EXPRESS OR IMPLIED;
  - (ii) THE EQUIPMENT TO BE DONATED MAY BE PROVIDED BY ONE OR MORE MANUFACTURERS, DEPENDING ON AVAILABILITY, COST, PROMOTIONS OR OTHER FACTORS;
  - (iii) THE FOUNDATION DOES NOT ENDORSE ANY PARTICULAR EQUIPMENT MANUFACTURER AND THE FACT THAT A DONATED AED IS PRODUCED BY A CERTAIN MANUFACTURER SHOULD NOT BE CONSTRUED AS AN ENDORSEMENT BY THE FOUNDATION AS TO QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.
- 3.6. Agrees to comply with all applicable laws, regulations, and standards of care governing the placement and use of AEDs in non-medical, school, community center, and/or community center settings.
- 3.7. The Foundation requests (but does not require) that Donee provide the Foundation with one or more photographs of the AED at Donee's location for use on the Foundation's website and other promotional materials in furtherance of the Foundation's mission. By sending such photograph(s) to the Foundation, Donee grants the Foundation a license to use the photograph(s) for such purposes and represents that it has the permission of the photographer(s) and the permission of all persons in the photograph(s) to grant the Foundation such license.
4. Equipment Ownership. Upon the Foundation's donation to Donee of the Equipment, all right, title and interest in and to the Equipment is irrevocably transferred to Donee.
5. Waiver, Release, and Indemnification by Donee. Donee, on behalf of itself and its directors, officers, agents, employees, representatives, and assigns hereby:
- 5.1. Releases, waives, discharges, and covenants not to sue the Foundation, or its current and past directors, trustees, officers, agents, affiliates, subsidiaries, employees, representatives, and assigns (collectively referred to as "Releasees") from any and all liability to Donee (or any other person or entity) for any loss or damage and any claims or demands on account of any injury (including death) or damage of any kind whatsoever that results from the acceptance, use, attempted use, or non-use of the Equipment received by Donee from the Foundation and/or the operation of Donee's AED program, whether caused by the negligence of Releasees or otherwise.



5.2. Agrees to indemnify, save, and hold harmless the Releasees from any injury (including death) loss, liability, damage, or costs, including attorneys' fees, costs of any actual or threatened suit, action complaint or settlement, and any direct, consequential, special, incidental, punitive, or indirect damages of any kind that arise out of or are related to the use, attempted use, or non-use of the Equipment and/or the operation of Donee's AED program. Donee acknowledges and agrees that this shall include injury (including death), loss, liability, damage, and costs that result from the use, attempted use, or nonuse of the Equipment by any party, including untrained individuals and members of the public unrelated to Donee. 5.3. Assumes full and exclusive responsibility for any injury, death, or damage that arises out of or is related to the use, attempted use, or non-use of the Equipment and/or the operation of Donee's AED program.

6. Term and Termination. This Agreement shall be effective as of the date specified above and shall continue for as long as Donee continues to make donated Equipment available for use.
7. Equipment Transfer. In the event Donee transfers ownership of the donated Equipment to a successor party, the terms of this Agreement shall be binding upon successor owners of the Equipment.
8. Severability. Donee acknowledges and agrees that this Agreement is intended to be as broad and inclusive as is permitted by law and if any portion of this Agreement is held invalid, and further agrees that the balance shall, notwithstanding, continue in full legal force and effect.
9. Notice. Any and all notices required or permitted by this Agreement shall be deemed delivered if (i) delivered personally, (ii) transmitted by electronic facsimile/email, or (iii) mailed by registered or certified mail or express mail, postage prepaid to a party at its principal place of business listed on the signature line or at such other address as may be designated by the party from time to time.
10. Entire Agreement. This written Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties as to the Agreement's subject matter. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions of this Agreement.
11. Binding Effect. Subject to the provisions set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective successors, parent entities, subsidiaries, affiliates, trustees, directors, officers, agents, attorneys, insurers, employees, representatives, assigns, successors, plan administrators, and all persons acting by, through, under, or in concert with them, past and present.
12. Amendment. Unless otherwise specifically provided in this Agreement, no amendment, modification, or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties in the same manner as the execution of this Agreement.
13. Strict Performance. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless such waiver be in writing signed by the waiving party. The failure of either party to insist upon the strict performance of any of the covenants or conditions of this Agreement, or to exercise any option conferred, shall not be construed as waiving or relinquishing for the future

any such covenants, conditions, or options, but the same shall continue and remain in full force and effect.

14. Governing Law and Venue. This Agreement is executed in the State of New York and shall be construed in accordance with the internal laws of the State of New York (without reference to conflicts of law statutes or decisions). Any action brought to enforce or interpret this Agreement shall be brought only in federal or state court having competent jurisdiction and sitting in New York, New York, and the parties consent to such venue and jurisdiction.
15. Voluntary Agreement. This Agreement contains important legal commitments, releases and waivers. By signing below, the signatories acknowledge that they fully understand the terms of this Agreement and are entering into it knowingly and voluntarily. This Agreement shall not be construed against either party as the drafter.
16. Authorized Agents. The parties acknowledge that they are duly authorized to enter into this Agreement and that this Agreement is being signed by agents duly authorized to act on their respective behalf. Donee further represents and warrants that no higher authority such as a Chancellor, other official at as Board of Education, or other person is required to sign this Agreement in order for it to be legal binding on Donee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**Johnson County Heartsafe Foundation**

**Donee**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Donee Name: \_\_\_\_\_