



# City of Palo Alto

## City Council Staff Report

(ID # 9683)

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**Report Type: Consent Calendar**

**Meeting Date: 10/29/2018**

**Summary Title: Palo Alto Agreement for AEDs**

**Title: Approval of the Agreement Between the City of Palo Alto and Racing Hearts, a Nonprofit Corporation, for the Purchase of Automatic External Defibrillators (AEDs) for the Palo Alto Police Department**

**From: City Manager**

**Lead Department: Police**

### **Recommendation**

Staff recommends that the City Council:

- a. Authorize the City Manager or his/her designee to enter into a Memorandum of Understanding between Racing Hearts, a nonprofit public benefit corporation, and the City of Palo Alto Police Department for the purchase of Automatic External Defibrillators (AEDs).

### **Background**

The County of Santa Clara, in partnership with nonprofit Racing Hearts, is deploying over \$1,000,000 to fund and install lifesaving heart defibrillators (Automated External Defibrillators, AEDs) in high-risk community locations.

Racing Hearts has worked with the Santa Clara County Public Health Department to help identify key locations within the county to make this life-saving equipment available, and to provide education to the community. In just two years, the matching grant program has received enormous support to increase the heart safety of more than 1.8 million individuals that live in Santa Clara County: more than 660 AEDs will be installed in 553 locations

### **Discussion**

The Racing Hearts and County funding for AEDs comes from the County EMS Trust Funds and 2012 Measure A Funds for public safety and health programs. Racing Hearts will facilitate the purchase of 30 AEDs for the Police Department. The County is funding one half (\$30,000) of the purchase of the AEDs, and the Police Department will use \$30,000 of State of California Citizens Options for Public Safety (COPS) funds to pay for the balance (\$30,000). The use of COPS funds for this purchase is outlined in CMR [#9682](#). The AED purchase will allow the Police Department to equip each patrol car (deployed on the street) with an AED device. This program will provide

the community with faster, more efficient access to these life saving devices. When an automated external defibrillator (AED) is deployed within the first 4-6 minutes and in combination with CPR, the survival rates of sudden cardiac arrest can increase up to 80 percent. This purchase will ensure constant, around the clock accessibility to lifesaving measures, and assist with the increasing volume of medical aid calls for service.

### **Resource Impact**

A total of \$30,000 of Citizens Options for Public Safety (COPS) Grant funding from the State will be used to fund the City's matching portion of the full \$60,000 AED purchase. The use of COPS funds for this purchase is outlined in CMR [#9682](#). There will be no impact to the General Fund as ongoing maintenance costs for the AEDs will be absorbed in the Police Department's existing non-salary budget.

### **Policy Implications**

The Memorandum of Understanding between Racing Hearts and the City of Palo Alto has been reviewed and approved for signature by the City Attorney's Office. Expenditures of funds for the AEDs and use of COPS funds are consistent with City Policy.

### **Environmental Assessment**

Acceptance of COPS funding and the proposed expenditures for public safety equipment are not projects subject to CEQA requirements.

### **Attachments:**

- ATTACHMENT A - Racing Hearts MOU



## MEMORANDUM OF UNDERSTANDING

between  
Racing Hearts  
Nonprofit Public Benefit Corporation  
and  
Palo Alto Police Department

This Memorandum of Understanding (hereinafter referred to as "Memorandum") is made and entered into the 28th day of August, 2018 by and between Racing Hearts, nonprofit public benefit corporation (hereafter referred to as "RH") and the Palo Alto Police Department (hereafter referred to as "P.A.P.D."). RH and P.A.P.D. may be referred to individually as a "Party" or collectively as the "Parties" of the "Parties of this memorandum."

WHEREAS, the Parties have reached an understanding regarding the purchase of Automatic External Defibrillators (AED),

WHEREAS, the Parties desire to ensure that these AED devices are available on 30 locations/campuses for providing improved life-saving and emergency response; and

WHEREAS, RH agrees to provide the P.A.P.D. with 30 AED devices, which include Adult and pediatric capability, one battery, and set of standard accessories (e.g. carry case, pediatric key, spare adult pad, first response kit, and

WHEREAS, RH agrees to assist the P.A.P.D. with additional supplies, which includes two new adult pads at the beginning of year 3, a spare new battery at the end of year 3,

WHEREAS, RH agrees to assist the P.A.P.D. with their initial program set up (update policy if needed, submit to county EMS file, and

WHEREAS, the P.A.P.D. agrees to provide the CPR/AED training for staff members (which includes information describing a Sudden Cardiac Arrest (SCA), the P.A.P.D. emergency response plan during a SCA, location(s) of all AEDs on site, and the proper use of an AED), complete AED quarterly checks as required by Title 22, and

WHEREAS, the P.A.P.D. agrees to provide the vendors with an annual brief report of AED compliance of the above information,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. RH is responsible for the entire purchase cost of all AED's. To the extent permitted by law, RH will agree to purchase AEDs that are of the same manufacturer as those already used within the nearby school district or city. The purpose of this requirement is to ensure operational efficiency with first responders and fiscal responsibility for the disposable supplies associated within the use of the AED's.



2. The P.A.P.D. will serve as the "AED program coordinator." The P.A.P.D. will serve as the "Police Department Coordinator" and "Medical Control."
3. The P.A.P.D. may accept donated new AED's and accessories as noted above.
4. The P.A.P.D. shall be responsible for installation of all AED equipment and accessories.
5. The P.A.P.D. shall be responsible for exchanging disposable AEDs equipment to the vendor.
6. The P.A.P.D. shall be responsible for all subsequent AED training as noted above.
7. The P.A.P.D. is responsible for updating and maintaining an AED Policy Manual (initial template will be provided by the Vendor).
8. The P.A.P.D. shall be solely responsible for the replacement of lost, stolen, or damaged AED's.
9. The P.A.P.D. shall be solely responsible for the required operational evaluation of the AED's (e.g. quarterly checks).
10. The P.A.P.D. shall provide its own insurance coverage for liability arising from actions or failures to act by its employees, students, and/or volunteers using or related to the AED's. To the fullest extent permitted by law, the P.A.P.D. shall indemnify, defend, and hold harmless RH, its officers, agents, employees, and/or volunteers from all liability or claims arising from or occurring as a results of the negligent or wrongful act or omission of P.A.P.D. personnel using or related to the AED's.
11. This Memorandum shall become effective as of the date first set forth above written.
12. RH and P.A.P.D. bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Memorandum. Except as otherwise set forth in this Memorandum, no interest in this Memorandum shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the Parties.
13. It is mutually understood and agreed that no alteration or variation of the terms of this Memorandum shall be valid unless made in writing and signed by the Parties and incorporated into this Memorandum.
14. This Memorandum shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Memorandum for any cause whatsoever.
15. This Memorandum embodies the agreement between RH and P.A.P.D. and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any agent or employee of the P.A.P.D. prior to execution of this Memorandum shall affect or modify any of the terms or obligations contained in any documents comprising this Memorandum. Any such verbal agreement shall in no way bind the Parties.



16. All notices to the Parties shall, unless otherwise requested in writing, be sent to RH address as follows:

Racing Hearts  
Attention: Stephanie Martinson, Founder-President  
4123 Park Blvd.  
Palo Alto, CA 94306

And to M.H.P.D. addressed as follows:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties acknowledge and accept the terms and conditions of this Memorandum as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Memorandum shall become operative on the Effective Date first set forth above.

Racing Heart, A Nonprofit Public Benefit Corporation  
Approved as to form:

Racing Hearts  
by: \_\_\_\_\_  
Stephanie Martinson, Founder-President

\_\_\_\_\_

By:

\_\_\_\_\_  
\_\_\_\_\_  
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**PHILIPS**

## INDEMNIFICATION

Philips Healthcare ("Philips") shall defend, indemnify, hold harmless, and, at its option, settle any claims or actions for injury or damages to persons or tangible property brought against any person or entity who uses a HeartStart Defibrillator or who purchases, rents, or leases a HeartStart Defibrillator from Philips or one of its authorized distributors of model:

- ForeRunner® Automated External Defibrillator;
- FR2 or FR2+® Automated External Defibrillator ("FR2");
- HeartStart FRx Defibrillators;
- HeartStart OnSite Defibrillators, HeartStart Defibrillators or HeartStart Home Defibrillators ("HSD");
- HeartStart FR3 Automated External Defibrillator ("FR3")

This indemnification shall only apply if: (1) such claim or action arises from the mechanical or electrical failure or malfunction of the device; (2) a data card was used to record the event which is the subject of the claim (ForeRunner, FR2 and FR2+, and FR3 only); and (3) such claim or action did not result from the negligence, gross negligence or improper acts of any person or entity not employed by or under the control of Philips.

This indemnification does not extend to or cover any claims involving:

- a device not kept in proper working order;
- use of non-Philips or out-of-date pads, batteries or data cards;
- operation of a device by a person without authorization;
- failure to use a device in compliance with state and/or local regulations including those regarding medical direction or supervision;
- failure to follow the operating instructions.

This indemnification is expressly contingent on the person(s) or entity(ies) promptly providing Philips with: notice of any such claim or action after obtaining actual knowledge thereof; accurate and complete assistance and information, including the data card (for ForeRunner, FR2, and FR2+, and FR3 only) and the device containing the record of the event which is the subject of the claim or action; and the unrestricted authority to defend or settle such claim or action, provided, however, that the person or entity seeking indemnification shall have the right to participate at its own expense in any such defense or settlement.