

RESOLUTION NO. 19

SERIES 2005

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY CONCERNING THE "SUMMIT COUNTY PUBLIC ACCESS DEFIBRILLATION PROJECT"

WHEREAS, governmental entities are authorized by Article XIV of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one another to provide any function, service, or facility lawfully authorized to each of the co-operating or contracting governmental entities; and

WHEREAS, a proposed Intergovernmental Agreement between the Town and Summit County concerning the "Summit County Public Access Defibrillation Project" has been prepared; and

WHEREAS, the Town Council has reviewed the proposed Intergovernmental Agreement, and finds and determines that it would be in the best interest of the Town to enter into such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO, as follows:

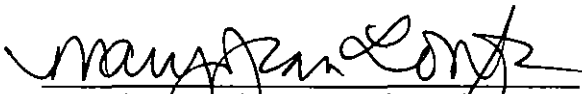
Section 1. The proposed Intergovernmental Agreement with Summit County concerning the "Summit County Public Access Defibrillation Project" (Exhibit "A" hereto) is approved; and the Town Manager is hereby authorized, empowered and directed to execute such Agreement for and on behalf of the Town of Breckenridge.

Section 2. This Resolution shall become effective upon its adoption.


RESOLUTION APPROVED AND ADOPTED THIS 9TH DAY OF AUGUST, 2005.

ATTEST:

TOWN OF BRECKENRIDGE

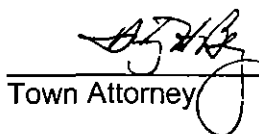


Mary Jean Loufek, CMC, Town Clerk



Ernie Blake, Mayor

APPROVED IN FORM:



Town Attorney

8/9/05

Date

**AGREEMENT BETWEEN SUMMIT COUNTY GOVERNMENT AND AED USER SITE
REGARDING THE SUMMIT COUNTY PUBLIC ACCESS DEFIBRILLATION PROJECT**

THIS AGREEMENT (THE "Agreement") is entered this ___ day of _____, 2005 by and between **Summit County Government**, on behalf of its Summit County Ambulance Service Department, hereinafter referred to as the "**County**" and the **TOWN OF BRECKENRIDGE**, a Colorado municipal corporation, on behalf of the Breckenridge Police Department, hereinafter referred to as "**AED User Site**" regarding the **Summit County Public Access Defibrillation Project**, herein after referred to as "**SCPADP**."

WITNESSETH

WHEREAS, the SCPAD is a cooperative partnership of individuals and agencies with a goal to improve survival of out-of-hospital sudden cardiac arrest within Summit County, Colorado through the enhancement of the initial components of the American Heart Association's Chain of Survival, Rapid Access, Early CPR, and Early Defibrillation; and

WHEREAS, The County was awarded Summit County Public Access Defibrillation Project HRSA Grant # D67RH04126-01-01 for the purpose of implementing the SCPADP through its Summit County Ambulance Service Department; and

WHEREAS, the AED User Site is a local community entity that desires to have the County, through the SCPADP, locate an AED on its premises; and

WHEREAS, the County and AED User Site desire to enter this agreement to memorialize their agreement as to the parties respective roles and responsibilities regarding the SCPADP's location of AEDs at the AED User Site.

NOW; THEREFORE, in consideration of the premises and of the respective covenants and undertakings of the parties hereto, each covenanting to and with each other jointly and severally, as herein set forth, IT IS AGREED UPON as follows, to-wit:

- A. The County, through its Summit County Ambulance Service Department and in furtherance of the SCPADP shall:
- 1) Provide training and program support to AED User Site for lay rescue emergency response.
 - 2) Develop, implement, coordinate, and provide continuous oversight of the SCPADP
 - 3) Assure program compliance with SCPADP protocols, project guidelines and training
 - 4) Provide approved protocols for the use of the AED and other medical equipment.
 - 5) Coordinate any post event debriefing sessions and quality assurance activities for AED usage.
 - 6) Provide advice to the AED user site in the coordination, development, and ongoing activities of the SCPADP
 - 7) Provide initial AED and related medical equipment if AED User Site is newly enrolled by SCPADP
- B) AED User Site shall:
- 1) Have an identified SCPADP AED User Site Coordinator who will communicate with the SCPADP Coordinator in regards to program guidelines and requirements.
 - 2) Take ownership of provided AED and related medical equipment if site is a newly enrolled AED User Site.
 - 3) Maintain at their own expense said equipment according to SCPADP guidelines.
 - 4) The AED User Site Coordinator shall assist the SCPADP Program Coordinator in maintaining equipment check logs and personnel certification status at their location.
 - 5) The AED User Site Coordinator or designee shall notify SCPADP Coordinator of any AED use within 24 hours.
 - 6) AED User Site expected AED users shall successfully complete all required training and skills evaluations, as defined by the SCPADP.
 - 7) Expected AED users shall respond to emergency calls according to SCPADP protocol.
 - 8) Expected AED users shall follow the guidelines of the program and remain current in training certifications as required by the SCPADP.
 - 9) The AED User Site Coordinator and any expected AED user shall participate in any post event debriefing and quality assurance activities
- C) Other provisions:
- 1) The parties enter this agreement relying on the limited immunity provided to persons rendering emergency assistance through the use of an AED pursuant to C.R.S. 13-21-108.1.
 - 2) This agreement may be terminated at any time without cause by either party upon thirty (30) days previous written notice to the other party.
 - 3) Neither the AED User Site nor its directors, officials, owners, employees or agents shall be considered employees of the County of the SCPADP.
 - 4) No compensation or other financial remuneration is contemplated hereunder.
 - 5) All actions or omissions by either party, and/or its designated representative, employee, agent, volunteer or official in the course and scope of its performance of any obligations, responsibilities, or duties under this agreement and/or as a member of the SCPADP, shall be the sole responsibility of the respective party. Accordingly, each party shall fully indemnify

the other party, to the extent permissible under Colorado law, for all injuries to person or property as are directly or indirectly caused by any acts or omissions of that party or that party's representative, employee, agent, volunteer or official, which results in any damages, claims, costs or liability of any manner, including without limit reasonable attorneys fees. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the County and its officials, employees and agents, or the AED User Site and its officials, employees and agents, is controlled and limited by the provisions of the Colorado Governmental Immunity Act C.R.S. § 24-10-101 *et seq.* as now or hereafter amended.

- 6) Each party shall secure and maintain adequate insurance coverage for its own employees and volunteers and for liability arising here-from for injuries and/or property damage.

D) General Provisions:

- 1) Modifications. No modification or waiver of this MOU, or of any covenant, condition, or provision herein contained, shall be valid unless in writing and duly executed by the parties to be charged herewith.
- 2) Notice. Any notice or communication given pursuant to this MOU shall be given in writing either in person or by certified mail, return receipt requested. If in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be given at the time indicated on the duly completed return receipt.
- 3) Agreement: This MOU embodies the entire agreement between the parties hereto and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein.
- 4) Assignment: This MOU shall be binding upon and shall inure to the benefit of the parties hereto, their successors or assigns. Neither party may assign any of the rights nor delegate or sub-contract any of the duties created by this MOU without the written consent of the other party.
- 5) Third Parties. This MOU does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against the parties hereto because of any term contained in this MOU.
- 6) Severability: All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid, by a court of competent jurisdiction, this MOU shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 7) Applicable Law: This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue shall only be proper in Summit County, Colorado.
- 8) Non-appropriation. No portion of this MOU shall be deemed to create an obligation on the part of the parties to expend funds not otherwise appropriated in each succeeding year.
- 9) Waiver. Neither party waives or relinquishes any right or protection provided by statute or rule, including the Colorado Governmental Immunity Act, and the extent of each of the parties' participation in the SCPADP is expressly limited by this MOU.
- 10) Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this MOU.

SUMMIT COUNTY GOVERNMENT

TOWN OF BRECKENRIDGE

By: _____
Ron Holliday, County Manager
Summit County Government
208 Lincoln Avenue
P.O. Box 68
Breckenridge, CO 80424

By: _____
Timothy J. Gagen, Town Manager
Town of Breckenridge
150 Ski Hill Road
P.O. Box 168
Breckenridge, CO 80424

Date: _____

Date: _____