

Memorandum of Understanding (MOU)

Between: [City of Oakland] on behalf of its [Oakland Police Department] [455 7 th St] [Oakland, CA, 94015], hereinafter, Oakland Police Department	And: County of Alameda on behalf of its Alameda County Emergency Medical Services Agency [Address] [City, State, Zip Code]
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Subject: Memorandum of Understanding for the Usage of Avive AEDs

Date: [10 June 24]

1. Purpose: This Memorandum of Understanding (MOU) establishes the terms and conditions between Oakland Police Department and Alameda County Emergency Medical Services Agency (EMS) governing the usage of Avive Automated External Defibrillators (AEDs) to enhance readiness and response capabilities when a community member experiences cardiac arrest.

This is a pilot program to assess whether police response increases pre-hospital cardiac arrest survival.

2. Background: Oakland Police Department and the EMS recognize the critical importance of AEDs in saving lives during cardiac emergencies. Avive AEDs offer advanced technology and features that can significantly improve outcomes in cardiac arrest incidents.

3. Terms and Conditions:

Equipment: Each Avive AED will be issued with a protective case and one set of pads.

Deployment and Maintenance: EMS shall provide Avive AEDs to Oakland Police Department. Oakland Police Department shall deploy Avive AEDs at strategic locations determined jointly by the Oakland Police Department and the EMS Agency, considering high-traffic areas, events, and emergency response needs.

EMS shall be responsible for scheduling the regular maintenance, inspection, and replacement of Avive AEDs or pads as needed. Oakland Police Department shall cooperate with EMS regarding the scheduling of such regular maintenance, inspection, and replacement of Avive AEDs or pads. Oakland Police Department promptly notifies EMS in the event of damage, loss, or loss of function of any Avive AED or the need for replacement pads.

The Avive AEDs will remain the property of EMS, and Oakland Police Department shall return the Avive AEDs to the EMS within thirty (30) days of the termination or expiration of this MOU. Oakland Police Department is not required to reimburse EMS in the event of accidental damage during the course of use or malfunction of an Avive AED due to a manufacturing issue.

Oakland Police Department shall store the Avive AEDs in their protective cases at all times when they are not in use to prevent excessive wear and tear. The Avive AEDs shall also be kept inside of a locked location to reduce the chance of theft. Oakland Police Department shall reimburse EMS in the event of misplacement or theft of an Avive AED unit; damage incurred outside of the intended use of the of an Avive AED unit; or loss of function that is not due to a manufacturing issue.

Training: EMS will work with Avive to ensure that Oakland Police Department officers receive proper training in the operation and use of Avive AEDs, in accordance with guidelines established by the EMS. Oakland Police Department shall only permit officers who have received proper training to use and operate the Avive AEDs.

Notification: In the event of a cardiac emergency, Oakland Police Department officers are encouraged to respond. Notification of a cardiac emergency will be made through each law enforcement agency's respective dispatch center.

Data Sharing: Subject to applicable laws and regulations, both parties agree to share relevant data and incident reports regarding the usage of Avive AEDs for evaluation and improvement purposes.

Indemnification: Oakland Police Department acknowledges that the County of Alameda, including without limitations EMS, is not a dealer in or manufacturer of AEDs and that the County of Alameda makes no warranty as to the fitness of any or all equipment provided under this MOU and makes no guarantee that any or all equipment is free of manufacturer defects or latent, hidden, or obvious defects.

To the fullest extent permitted by law, Oakland Police Department shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from or under this MOU, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this MOU (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County of Alameda may participate in the defense of any such claim without relieving Oakland Police Department of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

Term: This MOU shall commence on the date of signing and remain in effect for a period of [5 years], subject to renewal by mutual written agreement of authorized representatives of both parties.

Termination: Either party may terminate this MOU with thirty (30) days written notice to the other party. Upon termination, all equipment will be returned to the EMS Agency within thirty (30) days.

Entire Agreement: This MOU constitutes the entire agreement between the parties concerning the usage of Avive AEDs and supersedes all prior agreements and understandings, whether written or oral, relating to the same subject matter.

[Signature page to follow]

4. Signatures: This MOU shall be effective upon the signatures of authorized representatives from both parties.

For the [City of Oakland] on behalf of its [Oakland Police Department]:

Signature: _____ Name: **Floyd Mitchell** Title: **Police Chief** Date:

For the City of Oakland on behalf of its [Oakland Police Department]:

City Administrator

Signature: _____ Name: **Jestin Johnson** Title: **City Administrator** Date: [Date]

Approved for Form and Legality:

Signature: _____ Name: **Jady Leung** Title: **Deputy City Attorney** Date: [Date]

For the County of Alameda on behalf of its Alameda County EMS Agency:

Signature: _____ Name: [Name] Title: [Title] Date: [Date]

By signing above, the signatory warrants and represents that signatory executed this MOU in signatory's authorized capacity and that by signatory's signature on this MOU, signatory or the entity upon behalf of which signatory acted, executed this MOU.

Approved as to form:

Donna R. Ziegler, County Counsel

By: _____

K. Joon Oh, Deputy County Counsel