



MEMORANDUM OF UNDERSTANDING
between
Racing Hearts
Nonprofit Public Benefit Corporation
and
Morgan Hill Police Department

This Memorandum of Understanding (hereinafter referred to as "Memorandum") is made and entered into the 20 day of June, 2016 by and between Racing Hearts, nonprofit public benefit corporation (hereafter referred to as "RH") and the Morgan Hill Police Department (hereafter referred to as "M.H.P.D."). RH and M.H.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 15 locations/campuses for providing improved life-saving and emergency response; and

WHEREAS, RH agrees to provide the M.H.P.D. with 15 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 M.H.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 M.H.P.D. with their initial program set up (update policy if needed, submit to county EMS file, and

WHEREAS, the M.H.P.D. agrees to provide the CPR/AED training for staff members (which includes information describing a Sudden Cardiac Arrest (SCA), the M.H.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 M.H.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 M.H.P.D. will serve as the "AED program coordinator." The M.H.P.D. will serve as the "Police Department Coordinator" and "Medical Control."
3. The M.H.P.D. may accept donated new AED's and accessories as noted above.
4. The M.H.P.D. shall be responsible for installation of all AED equipment and accessories.
5. The M.H.P.D. shall be responsible for exchanging disposable AEDs equipment to the vendor.
6. The M.H.P.D. shall be responsible for all subsequent AED training as noted above.
7. The M.H.P.D. is responsible for updating and maintaining an AED Policy Manual (initial template will be provided by the Vendor).
8. The M.H.P.D. shall be solely responsible for the replacement of lost, stolen, or damaged AED's.
9. The M.H.P.D. shall be solely responsible for the required operational evaluation of the AED's (e.g. quarterly checks).
10. The M.H.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 M.H.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 M.H.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 M.H.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 M.H.P.D. and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any agent or employee of the M.H.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: SERGEANT CARLOS GUEZREZO
16200 VINEYARD BLVD
MORGAN HILL, CA 95037

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
Stephanie Martinson, Founder-President
4123 Park Blvd.
Palo Alto CA 94306

By:

