

COOPERATIVE ENDEAVOR AGREEMENT

This Cooperative Endeavor Agreement is entered into by and between:

THE CITY OF HAMMOND, represented herein by its duly authorized and empowered Mayor, Mayson H. Foster, by the authority given in Resolution No. _____ (“City”), and

 (“Entity”);

who declare and agree as follows:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other ... or with any public or private association, corporation, or individual”; and

WHEREAS, the City is a home rule charter government, having all powers not denied by its charter or by general law or inconsistent with the constitution, including but not limited to the specific authority to exercise general police power, as well as to pass ordinances to promote, protect and preserve the general welfare, safety, health, peace and good order of the City; and

WHEREAS, the City is authorized by its home rule charter to enter into joint service agreements or cooperative efforts with other governmental agencies and political subdivisions and private entities for a public purpose; and

WHEREAS, the City participates in the Tangipahoa Public Access to Defibrillation (PAD) Program and has purchased 72 Automatic External Defibrillators (AEDs) as part of the Rural Access to Emergency Devices program; and

WHEREAS, the PAD program is intended to place AEDs in community spaces for the benefit of the general public; and

WHEREAS, the Entity and City have determined that the AEDs is of benefit and use to the Entity for public safety and will promote and help protect the general welfare, safety, peace and good order of the public and to respond to a health emergency; and

WHEREAS, the parties agree the obligations and terms of this agreement will further the purpose of PAD program.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

I. GENERAL PURPOSE

The City has partnered with several entities to create a regional Public Access to Defibrillation (PAD) program in Tangipahoa. Grant funding for the program comes from a federal program called the Rural Access to Emergency Devices. Funds are used to purchase automated external defibrillators (AEDs) and to train people how to use the devices.

The purpose of the PAD program is to increase the availability of early defibrillation in south Tangipahoa Parish and increase collaboration among community members, first responders, and rural health care systems by extending the “chain of survival” with early defibrillation and cardiopulmonary resuscitation (CPR).

To further the purpose of the PAD program and for the benefit of the general public the City agrees to transfer _____ AEDs to the Entity.

II. OBLIGATIONS OF ENTITY

The Entity shall use the AEDs as needed to fulfill the purpose of the PAD program and generally in accordance with this Agreement.

The Entity agrees to the following:

1. Keep the City informed of contact information changes, an AED location change, or if the AED is discontinued from service.
2. Keep at least two people trained in CPR/AED. The Entity is responsible for maintaining certification for at least two employees.
3. Report the use of the AED to a program contact identified by the City.
4. Agree to maintain the AED, which may include replacing defibrillation pads every two years and replacing the battery every four years.

It is expressly agreed that the AED is accepted by the Entity “AS IS, WHERE IS,” without any warranties of any kind whatsoever. The Entity acknowledges and declares that the City nor anyone acting or purporting to act in any capacity whatsoever on behalf of the City has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Entity has relied, concerning the existence or non-existence of any quality, characteristic or condition of the AEDs.

III. MUTUAL AND RECIPROCAL BENEFIT

The Entity and the City acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other. The rights and obligations contained herein shall be binding on the successors and assigns of the respective parties.

IV. INDEMNIFICATION

The Entity agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officials, employees, insurers and agents from and against any liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any AEDs to the extent caused by the condition of the AEDs and the negligent acts, errors or omissions of the Entity in its use of the AEDs.

THUS DONE AND SIGNED in Hammond, Louisiana, by the City of Hammond through its authorized representative in the presence of the undersigned witnesses on this _____ day of _____, 2013.

WITNESSES

Signature

CITY OF HAMMOND

By: _____
Mayson H. Foster, Mayor

ENTITY

Signature

By: _____
Printed Name: _____