



STAFF REPORT

DATE: April 18, 2023

CONSENT

TO: City Council

FROM: Dustin Kalis, Fire Chief & Danelle Erickson, Sergeant

AGENDA ITEM: Accept donation of AEDs from the Washington County Sherriff's Office

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND:

The fire department maintains 9 automated external defibrillators (AEDs) for use within the fire department, city hall and the Sally Manzara Nature Center. Four of these units are past or nearing the end of the manufactures' expected life.

ISSUE BEFORE COUNCIL:

Should the City Council accept the donation of AEDs from the Washington County Sherriff's Office?

PROPOSAL DETAILS/ANALYSIS:

Earlier this year, the Washington County Sheriff's Office received 80 new AEDs through a grant. Of the AEDs that were being taken out of service, Sergeant Erickson was able to secure 10 of their newer AEDs to be redistributed within the City of Lake Elmo. Seven of these AEDs will be used by the fire department, one will be used in lobby of the City Center, one at the Sally Manzara Nature Center and we are also able to provide a unit to the Lake Elmo Public Works Department. The donation also includes a number of spare pads and batteries that the fire department will maintain for future replacement and service needs.

FISCAL IMPACT:

There is no current budget impact with this donation. There will be no additional costs for training, as in-service training on these devices will be conducted during already scheduled training drills and duty shifts. Any future needs of service repairs, replacement pads and batteries will be provided within the fire department budget.

With this donation, the city is able to save approximately \$19,000 in equipment replacement costs.

RECOMMEDNATION:

Accept donation from WCSO. If removed from the consent agenda, staff recommends the following motion:

"Motion to adopt Resolution 2023-037 Accepting a Donation from the Washington County Sheriff's Office."

ATTACHMENTS:

- Resolution accepting donation
- Transfer of Ownership Agreement

**CITY OF LAKE ELMO
WASHINGTON COUNTY
STATE OF MINNESOTA**

RESOLUTION NO. 2023-37

**A RESOLUTION ACCEPTING DONATED EQUIPMENT FROM
WASHINGTON COUNTY SHERIFFS OFFICE**

WHEREAS, Minnesota Statutes Section 465.03 provides that donations to the City be accepted by resolution of the City Council; and

WHEREAS, the City is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17; and

WHEREAS, the Washington County Sheriff's Office has donated 10 automated external defibrillators (AEDs) to the City of Lake Elmo; and

WHEREAS, the City Council of the City of Lake Elmo agrees that said contribution would be of benefit to the citizens of Lake Elmo; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lake Elmo, Minnesota, does hereby acknowledge and agrees to accept said donation of AEDs from the Washington County Sheriff's Office on behalf of the citizens of Lake Elmo.

APPROVED by the Lake Elmo City Council on this 18th day of April, 2023.

By: _____
Charles Cadenhead
Mayor

ATTEST:

Julie Johnson
City Clerk



Dan Starry
County Sheriff

Douglas H. Anschutz
Chief Deputy

DEFIBRILLATOR

Transfer of Ownership Agreement

Organization: City of Lake Elmo, Kristina Handt

Authorizing Agent: Washington County Sheriff's Office

Organization, as a grantee, received or will receive, one or more defibrillators free of charge. The Organization named above assumes sole and exclusive responsibility for all aspects of use, attempted use, or non-use of the donated Defibrillator Unit ("Units") provided to the Organization. The Organization also agrees, at its sole cost and expense, to indemnify, defend and hold harmless Washington County as well as its officers, agents and employees, against any allegations of liability resulting from the Organization's negligent use of the Units, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees in any way resulting from acts or omissions involving the placement and/or use of the donated defibrillators.

The Organization understands, acknowledges, and agrees that the defibrillator(s) provided by The Washington County Sheriff's Office are provided "as is" without any representations or warranties of any kind whether express or implied.

No statements, promises, or inducements made by the parties, or their agents are valid or binding if not contained in this Agreement. Except as may be otherwise provided by its terms, this Agreement may not be enlarged, modified, or altered except by written amendment signed by the parties to this Agreement.

This Agreement will be active upon signatures of both parties and Organization's receipt of the Defibrillator(s).

This Agreement will be governed by the laws of the State of Minnesota. Any disputes will be subject to the state and federal courts in St. Paul, Minnesota. The parties and their third-party vendors, agents and contractors agree to comply with all applicable laws.

The parties do not anticipate any personal data or health data subject to HIPPA regulations will be collected, exchanged, transmitted, or received. In the event any personal data or health data subject to HIPPA is or will be collected, exchanged, transmitted, or received, the parties, including their third-party vendors, agents and contractors, will comply with all applicable data protection laws.

SIGNATURES

For the Organization:

Signature

Date

Sheriff Dan Starry

Date

For office use:

Number/Brand of Defibrillators: 4 Cardiac Science