

COTTONWOOD HEIGHTS

RESOLUTION NO. 2015-02

A RESOLUTION APPROVING A FUNDING AGREEMENT WITH UTAH DEPARTMENT OF HEALTH FOR PLACEMENT OF AUTOMATED EXTERNAL DEFIBRILLATORS

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights (the "City") met on 13 January 2015 to consider, among other things, approving an agreement (the "Agreement") with Utah Department of Health ("DOH") whereunder DOH would provide funding for placement of automated external defibrillators in patrol cars of the City's police department; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

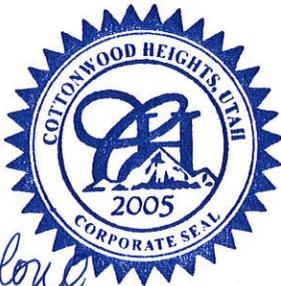
NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Provider is hereby approved and ratified, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2015-02, shall take effect immediately upon passage.

PASSED AND APPROVED this 13th day of January 2015.

COTTONWOOD HEIGHTS CITY COUNCIL

By [Signature] Kelvyn H. Cullimore, Jr., Mayor



ATTEST:

[Signature] Kory Solorio, Recorder

VOTING:

Kelvyn H. Cullimore, Jr. Yea [checked] Nay ___
Michael L. Shelton Yea [checked] Nay ___
J. Scott Bracken Yea [checked] Nay ___
Michael J. Peterson Yea [checked] Nay ___
Tee W. Tyler Yea [checked] Nay ___

DEPOSITED in the office of the City Recorder this 13th day of January 2015.

RECORDED this 14 day of January 2015.



UTAH DEPARTMENT OF HEALTH CONTRACT

PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

1434403
Department Log Number

1. **CONTRACT NAME:** The name of this contract is Cottonwood Heights Police Dept FY15 AED Grant.
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health (DEPARTMENT) and the following CONTRACTOR:

COTTONWOOD HEIGHTS CITY
1265 E Ft. Union #250
UT 84047, Cottonwood Heights

Vendor ID: VC0000107970
Commodity Code: 99999
3. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide funding to assist with the placement of Automated External Defibrillators (AED) in police cars, grade K-12.
4. **CONTRACT PERIOD:** The service period of this contract is 11/01/2014 through 05/01/2015, unless terminated or extended by agreement in accordance with the terms and conditions of this contract. The DEPARTMENT may extend this contract annually 1 times by means of an amendment to this contract. Any extension must be in writing.
5. **CONTRACT AMOUNT:** The DEPARTMENT agrees to pay \$1,426.09 in accordance with the provisions of this contract.
6. **CONTRACT INQUIRIES:** Inquiries regarding this Contract shall be directed to the following individuals:

CONTRACTOR

Paul Brenneman
(801) 944-7100
pbrenneman@ch.ut.gov

DEPARTMENT

Family Health and Preparedness
Emergency Medical Services
John Houskeeper
(801) 273-6638

jwhous@utah.gov

7. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attachment A: Terms

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- A. All other governmental laws, regulations, or actions applicable to services provided herein.
 - B. All Assurances and all responses to bids as provided by the CONTRACTOR.
9. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.
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Contract with Utah Department of Health and COTTONWOOD HEIGHTS CITY, Log # 1434403

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
KELVYN H. COLSMAN, JR.
MAYOR Date

By: _____
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

ATTEST: _____
Kory Solomon, Recorder

This agreement and its terms hereto, when approved and signed by all concerned parties, constitutes an agreement by and between the applicant (Grantee) and the Utah Department of Health, Division of Family Health and Preparedness, Bureau of Emergency Medical Services (the Department), to perform in accordance with its terms.

1. Funding – Grantee may expend grant funds only for the following:

- a. an Automated External Defibrillator (AED);
- b. wall-mounted AED cabinet;
- c. AED sign; and/or
- d. a durable carrying/storage case.

2. Location Registration – As set forth in Utah Code Annotated Section 26-8b-301 et seq., as currently adopted and hereinafter amended, the Grantee shall report the name, address and telephone number of the AED owner, and the exact location of the AED, in writing or if available through the web-based AED registration form, to the designated emergency medical dispatch center that provides emergency medical dispatch service for the location where the AED is located.

Exception: AEDs which are not at a permanent location, such as those in vehicles or on a portable stand, are exempt from the reporting requirement.

3. Grant Year Limitation – The Department shall reimburse the Grantee upon receipt of documented proof of purchase and proof of Grantee's payment for the items. Grantee must expend the required matching percentage of the total costs of the budget line item. Grantee must expend the grant funds during the grant year, November 1, 2014-May 1, 2015.

Grantee shall submit final claims to the Department no later than May 1, 2015. The grant amount stated herein shall be the total amount the Department pays to grantee for the items covered by this grant. Grantee may not use grant funds to pay for items acquired or committed to be acquired or delivered prior to or after the grant year. Grantee must take delivery and pay for all items supported by grant funds within the period of the grant year.

4. Equipment - Title to all equipment purchased under this grant shall be vested in Grantee.

5. Fiscal Records – Grantee shall maintain complete and detailed accounting records of all costs incurred under this grant, including documentation of all purchases of item(s) supported by this grant for at least three years after the end of the grant year. State or Department auditors and staff shall have access to all records of Grantee that may deal with this grant.

6. No Business Relationship – This grant creates no joint business or government relationship between the parties.

Neither party has no authority, express or implied, to bind the other to any agreement, settlement, liability, or understanding whatsoever. Persons employed by Grantee and acting under the direction of Grantee are not employees or agents of the Department.

7. Indemnity – Grantee shall indemnify the Department from all claims arising out of the use of the grant funds or materials supported by the grant funds. The Department is a governmental entity governed by the Utah Governmental Immunity Act, Utah Code Ann. Title 63G, Chapter 7. Nothing in this agreement is a waiver of any rights, limits, or defenses otherwise available to the Department under the Utah Governmental Immunity Act. If Grantee is also a governmental entity within the State of Utah, nothing in this agreement is as a waiver of any rights, limits or defenses otherwise available to grantee or under the Utah Governmental Immunity Act.

8. Termination – Either party may terminate this grant without cause in advance of the specified expiration date upon written notice. If Grantee terminates, Grantee shall not make any more expenditures and shall meet all of its obligations for the expenditures it has made under the grant. If the Department terminates a competitive grant, upon the Department providing notice of termination, the Department shall not pay for any new expenditure that was contemplated under the grant.

AED Grant Distribution

Salt Lake Cottonwood Hei

Contact: Paul Brenneman

Cottonwood Heights Police Department

Product	Cost	Request	Agency Match	Award
2 AEDs	\$2,598	\$2,852.18	\$1,426.09	\$1,426.09
0 Cabinet	\$0			
2 Carrying Cases	\$254			
Signs	\$0			
Total Award:		\$2,852.18	\$1,426.09	\$1,426.09