

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LIBERTY LAKE POLICE DEPARTMENT
AND SPOKANE VALLEY FIRE DEPARTMENT**

THIS INTERLOCAL AGREEMENT (“AGREEMENT”) made and entered into by and between the **City of Liberty Lake Police Department**, a department of the City of Liberty Lake (“CITY”), having an office for the transaction of business at 23127 East Mission Ave, Liberty Lake, Washington 99019, hereinafter referred to as the "LLPD" and the **Spokane Valley Fire Department**, having offices for the transaction of business at 2120 N Wilbur Rd, Spokane Valley, WA 99206, hereinafter referred to as the "SVFD," jointly hereinafter referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the PARTIES are committed to protecting the safety and well-being of CITY residents; and

WHEREAS, according to data from the SVFD, from January 1, 2021, to December 31, 2021, there were twenty-two (22) documented cases of cardiac arrest in the CITY; and

WHEREAS, law enforcement is often the first on scene of sudden cardiac arrest events; and

WHEREAS, equipping police officers at the LLPD with the proper equipment can increase the survival rate of sudden cardiac arrest patients, including saving the lives of CITY residents each year; and

WHEREAS, it is the intention of the PARTIES that this AGREEMENT reflect a clear understanding between the LLPD and the SVFD to help maintain an effective partnership to protect the health and safety of all CITY residents.

NOW, THEREFORE, for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, the PARTIES agree as follows:

1. PERFORMANCE

The SVFD shall provide the LLPD with one (1) automated external defibrillator, hereinafter referred to as an “AED”, for each LLPD officer’s assigned department vehicle for a MAX of 23 AEDs. The SVFD also agrees to provide initial training for each officer on the use of the AED.

The SFVD retains all ownership and rights to each AED. The LLPD agrees to pay all fees for annual required maintenance of each AED. The LLPD also agrees to provide each officer with bi-annual training on the use of the AED as part of their bi-annual first-aid training and certification.

2. TERM

The term of this AGREEMENT shall commence on July 1, 2022 and run through July 1, 2025.

3. LIABILITY

Each Party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees, and its agents. Each party shall be responsible for its own negligence. Neither Party shall indemnify nor hold the other party harmless, in accordance with state and federal law.

4. NOTICES

All notices, requests, approvals, consents, or other communication, which may be required by this AGREEMENT, shall be given as follows:

CITY: **Jennifer Camp, Interim City Administrator
22710 East Country Vista Drive
Liberty Lake, Washington 99019**

LLPD: **Damon L. Simmons, Chief
23127 East Mission Avenue
Liberty Lake, Washington 99019**

SVFD: **Tom Hatley, Deputy Chief
Spokane Valley Fire Department
2120 N Wilbur Rd
Spokane Valley, Washington 99206**

5. TERMINATION

Any party reserves the right to terminate this AGREEMENT for any reason whatsoever upon thirty (30) days written notice, as provided for in Section 4 herein above.

6. AMENDMENTS

This AGREEMENT may be amended by agreement of all PARTIES, executed in writing, and appended to this AGREEMENT.

7. WHOLE AGREEMENT

This is the entire agreement of the PARTIES. To the extent it is inconsistent with other oral or written communications, this AGREEMENT supersedes and replaces it. No other written or oral promise shall be considered to alter or affect this AGREEMENT.

8. GOVERNING LAW

This AGREEMENT is to be governed by the laws of the State of Washington, and in the event of litigation, venue shall be in the Spokane County Superior Court.

9. DISPOSITION OF ASSETS UPON TERMINATION

All assets provided by the PARTIES will remain the property of the Party who furnished the asset.

10. REMEDY

Termination of this AGREEMENT shall be the sole remedy for breach of this AGREEMENT.

11. HEADINGS

The section headings appearing in this AGREEMENT have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.

12. COOPERATION

The PARTIES agree to cooperate and work together to the best of their abilities to effectuate the purpose of this AGREEMENT.

13. COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state, and local laws, ordinances, and regulations, to the extent that they may be applicable to the terms of this AGREEMENT.

14. FILING

An original of this AGREEMENT shall be executed and retained by the CITY, and the CITY may make this AGREEMENT available on the City of Liberty Lake website.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed on this 5th day of July, 2022.

By signing below, the undersigned represent and warrant that they are authorized to enter into this AGREEMENT on behalf of the PARTIES.

SPOKANE VALLEY FIRE DEPARTMENT

CITY OF LIBERTY LAKE

Frank Soto Jr

Frank Soto Jr (Jun 23, 2022 12:24 PDT)

FRANK SOTO JR, Fire Chief

Cristella Kaminskas

CRISTELLA KAMINSKAS, Mayor

CITY OF LIBERTY LAKE POLICE DEPARTMENT

Damon Simmons

Damon Simmons (Jun 24, 2022 13:05 PDT)

DAMON SIMMONS, Chief of Police

ATTEST:

APPROVED AS TO FORM:

Kelsey Hardy

KELSEY HARDY, City Clerk

SEAN P. BOUTZ

SEAN P. BOUTZ, City Attorney