

## INTERLOCAL AGREEMENT BETWEEN THE CITY OF ENUMCLAW, WASHINGTON, AND THE ENUMCLAW FIRE DEPARTMENT

This Interlocal Agreement ("Agreement") is entered into this 29th day of April, 2025, by and between the City of Enumclaw, Washington, a municipal corporation (and the Enumclaw Police Department) ("City"), and the Enumclaw Fire Department ("Fire Department"), collectively referred to as "Parties."

### RECITALS

1. The City and the Fire Department have enjoyed a positive and cooperative working relationship.
2. The City has assisted in providing police support to the Fire Department at emergency scenes outside its boundaries until the appropriate jurisdiction arrives, and reciprocally courtesy, the Fire Department has provided patient transport of inmates from the City Jail to the hospital at no cost to the City.
3. Neither Party charged the other for these services, and any invoices issued were subsequently waived by mutual agreement. The Parties desire to formalize this arrangement to ensure continuity and clarity of the terms of the cooperative relationship.

In consideration of the mutual promises contained herein, the Parties agree as follows:

### TERMS

1. **Services to Be Provided**
  - a. The City agrees to provide police support as requested by the Fire Department at emergent and nonemergent incidents within the City's capabilities and resources. Examples of support include police personnel and equipment, requesting other City resources, and/or requesting resources from other police agencies.
  - b. The Fire Department, when available and within its capabilities and protocols, agrees to provide medical transport to the closest appropriate Emergency Department at no cost to the City for patients who are inmates at the City Jail being evaluated and/or treated by the Fire Department; and the Fire Department determines that medical transport is in the best interest of the patient's medical condition. The Fire Department will determine the closest appropriate Emergency Department.
2. **Compensation**

Neither Party shall charge the other for the services outlined in this Agreement as the services being rendered by each Party are considered adequate consideration by the receiving Party. Any outstanding fees between the Parties as of the effective date of this Agreement are waived.
3. **Independent Contractor**

The Parties specifically agree that the employees or agents of one-Party performing services under this Agreement are independent contractors and not

employees or agents of the other Party. If another fire service agency or ambulance transport company provides medical transport services from the City Jail to an Emergency Department, the transport billing terms of that other fire service agency or ambulance transport company shall govern those transport services and shall not apply to this Agreement.

4. **Term**

This Agreement shall continue in force and effect for ten (10) years from the effective date unless terminated earlier as provided in Section 5.

5. **Termination**

Either Party may terminate this Agreement without cause by providing sixty (60) days written notice to the other Party.

6. **Modification**

This Agreement may be modified by written agreement upon mutual acceptance by both Parties.

7. **Hold Harmless**

Both Parties agree to defend, indemnify, and hold the other Party, its officers, employees, and agents harmless from claims, actions, injuries, damages, losses, or suits, including attorney fees, arising directly or indirectly from the performance of this Agreement, except to the extent caused by the sole negligence of the indemnified Party.

8. **Applicable Law and Venue**

This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. Any disputes arising under this Agreement shall be resolved in the Superior Court of King County, Washington.

9. **Non-Discrimination**

The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status, or disability in employment or the provision of services.

10. **Severability**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall continue to serve the purposes and objectives of both Parties.

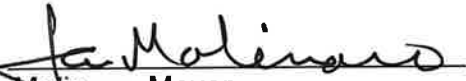
11. **Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether written or oral. Any modifications to this Agreement must be in writing and signed by both Parties.

## SIGNATURES

Executed this 29th day of April, 2025.

CITY OF ENUMCLAW

By:   
Jan Molinaro, Mayor

ATTEST:

By:   
~~Jessica Rose, City Clerk~~  
Katy McKee, Deputy City Clerk

APPROVED AS TO FORM:

By:   
Brett C. Vinson, City Attorney

ENUMCLAW FIRE DEPARTMENT

By: \_\_\_\_\_  
[Ben Hayman], Deputy Fire Chief

NOTICES TO BE SENT TO:

Enumclaw Fire Department

Fire Chief

1330 Wells St.

Enumclaw, WA 98022

NOTICES TO BE SENT TO:

City of Enumclaw

City Administrator

1339 Griffin Ave.

Enumclaw, WA 98022