

**CITY OF ORTING  
AND  
PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 18  
CONSOLIDATION AGREEMENT**

**THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement")** is entered into by and between the CITY OF ORTING, a Washington State municipal corporation (hereinafter referred to as "the City") and PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 18, a Washington State municipal corporation commonly referred to as Orting Valley Fire and Rescue (hereinafter referred to as "OVFR") and in conformity with Chapter 39.34 RCW, for full consolidation of fire services.

**RECITALS:**

**WHEREAS**, the City currently operates and maintains its own Fire Department to provide comprehensive fire suppression, emergency medical services, and other services incidental to the protection of persons and property in the City; and

**WHEREAS**, the Fire District's jurisdictional boundaries adjoin those of the City, the jurisdictions being contiguous; and

**WHEREAS**, the Fire District provided administration for the Orting Fire Department pursuant to Agreement since 2006; and

**WHEREAS**, the parties desire to come to an agreement for full consolidation of all fire suppression, emergency medical services (EMS) and other services incidental to the protection of persons and property in the City now performed by the City's Fire Department along with the administration of the fire service to be provided; and

**WHEREAS**, it is in the best interests of the parties to consolidate the operations of the Orting Fire Department for the City through this Agreement with OVFR; and

**WHEREAS**, both parties agree that the Administrative Interlocal Agreement shall be terminated by this Agreement; and

**WHEREAS**, both parties agree that as soon as reasonably possible to serve the best interests of the citizens, the City and OVFR will go to the voters to seek a full annexation into OVFR;

**NOW THEREFORE**, in consideration of the foregoing recitals, and the mutual promises and covenants contained herein, it is agreed as follows:

## I. DEFINITIONS

A. For the purposes of this Agreement, the following terms, phrases, words and their derivations where capitalized shall have the meanings given herein. Words not otherwise defined, shall be given their common and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

"City" shall mean and refer to the City of Orting, a municipal corporation of the State of Washington, operating as a non-charter Code City.

"OVFR" or "Orting Valley Fire and Rescue" shall mean and refer the Pierce County Fire Protection District No. 18 or its successor entity.

"Emergency Medical Services or Care" or "EMS" shall mean and refer to medical treatment and care that may be rendered at the scene of any medical emergency or while transporting any patient in an emergency vehicle to an appropriate medical facility, including transportation in an emergency vehicle between medical facilities.

"Cure Period" shall mean and refer to a reasonable period of time given by one party to the other party to remedy, to the satisfaction of the non-breaching party, a breach of the Agreement, before taking corrective action or exercising any remedies that may be otherwise available in contract, law or equity.

## II. GENERAL PROVISIONS

A. Incorporation of Recitals. The foregoing recitals are incorporated herein by this reference.

### B. Purpose; Intent to Annex.

1. Purpose. The purpose of this Agreement is set forth in the Recitals.

2. Period of Review. It is the intent of the City and the OVFR to, upon consolidation pursuant to this Agreement, continue their period of review during which the City and OVFR will each assess the relationship of the parties and the provisioning of fire and emergency medical services by OVFR to the City. The period of review shall end on December 10, 2008.

3. Determination Upon Review. Upon conclusion of such period of review or sooner, it is the Party's intent that the respective governing bodies of the City and OVFR will express their respective determinations of whether or not

the City should initiate the process for a public vote on annexation to the OVFR and whether or not the OVFR should concur in such public vote on annexation.

4. No Annexation. In the event that upon conclusion of the Period of Review, the parties fail to express their intent, do not concur on annexation or reject annexation, or annexation fails after a public vote, the Parties may exercise any one or more of the following: enter into negotiations to reform this Agreement in accordance with the process set forth in Article X of this Agreement; enter into an additional period of review; or exercise their right to terminate the Agreement.

5. Annexation; Schedule; Interlocal Agreement. In the event that the respective governing bodies of each Party agree that annexation should be initiated, the Parties will mutually establish a schedule for representatives of the Parties to meet, commence, and complete negotiations in good faith to form an Interlocal agreement regarding annexation (the Interlocal Agreement”). The purpose of the Interlocal Agreement will be to establish the terms and conditions upon which the City will be annexed within the OVFR in the event that annexation is approved by the voters of the City and the OVFR in accordance with RCW 52.04.061 et. Seq. Pursuant to this Agreement, the Mayor or designee and the OVFR Board Chair or designee are authorized to negotiate such an Interlocal agreement in accordance with the mutually agreed upon schedule. The Schedule adopted by the Parties shall require that the Interlocal Agreement be brought before the governing bodies of each party for rejection or approval on or before March 21, 2009 in order to allow sufficient time for the annexation measure to be placed on the ballot for a public vote at the November 3, 2009 general election.

6. Approval of Interlocal Agreement; Intent to Annex. When the Interlocal Agreement is approved by the governing bodies of the City and the OVFR, the City Council has adopted an ordinance stating an intent to join the OVFR and finding that the public interest will be served thereby, and the OVFR Board of Commissioners has concurred in the annexation, notification thereof shall be transmitted to the Pierce County Council with a request to call for a special election to be held in accordance with RCW 52.04.071. Further, the Mayor, or designee, is authorized pursuant to this Agreement to then file a notice of intent with the Pierce County Boundary Review Board seeking approval for annexation of the City to OVFR and to take all necessary steps to pursue approval of the annexation by the Boundary Review Board.

C. Term. This Agreement shall commence on the 1<sup>st</sup> day of September, 2008, and continue thereafter for an initial term of ten (10) years. If neither party seeks termination of the Agreement during the initial 10 year term, this Agreement, together with any amendments thereto, shall be automatically extended upon the same terms and conditions for an additional ten (10) years and shall be extended thereafter in the same manner for successive ten (10) year extensions.

Either party may terminate this Agreement during the initial term or any extension thereof, by giving written notice of intent to terminate to the other party a minimum of 540 days (i.e. 18 months) prior to the date of expiration of the Agreement. No cause shall be required for termination of the Agreement. Termination and notice thereof must comply with Paragraph IX herein.

**D. District Board of Commissioner's Liaison.** There is hereby created on the OVFR Board of Commissioners an ex-officio non-voting position to be filled by an Orting City Councilmember who shall act as liaison between the OVFR Board of Commissioners and the Orting City Council. The City Council of Orting shall designate a City Councilmember to attend OVFR Board meetings as an ex-officio non-voting member. The ex-officio member may participate in the interview and selection process of a Fire Chief. The Board of Commissioners shall consider the recommendations of the ex-officio member prior to appointment of a Fire Chief.

**E. Contact Person.** During the term of this Agreement, the City and OVFR shall each designate a "contact person" whom the other party shall be able to contact regarding the implementation of this Agreement and questions arising as a result hereof.

Promptly after the execution of this Agreement, each party shall notify the other of the name, address, and telephone number of its contact person and, thereafter, of any changes in this position.

**F. Meetings / Reporting.** The OVFR Chief or his/her designee shall attend meetings as possible as requested by the Orting City Administrator.

**G. Community Identity.** The consolidated fire department shall be known as District 18 Orting Valley Fire and Rescue ("OVFR").

**H. Payment In-Kind.** The Parties agree that payment in-kind, through use and assignment of equipment and rolling stock, may be made by the City in consideration of the City's obligations pursuant to Article VI of this Agreement. The Parties further agree that the value of the in-kind contribution of equipment and rolling stock together with the value accruing to the OVFR for use of such equipment, rolling stock and the Fire Station, shall be expressed herein as a mutually determined and agreed upon dollar amount.

### **III. STATION / EQUIPMENT**

**A. Equipment.** In partial consideration of the City's obligations pursuant to Article VI of this Agreement, all right, title, and interest in and to any and all equipment identified on Exhibit "A" and currently owned by the City and assigned to the Orting fire department will be transferred to the OVFR on the first day of this Agreement, with the stipulation that such equipment continues to be

used for delivery of fire and rescue services. The City of Orting makes no representation or warranty, express or implied, as to the condition of such equipment or its suitability and fitness for use by the OVFR for the delivery of fire and rescue services. Only that equipment identified in attached Exhibit "A" is intended to be assigned to OVFR pursuant to the terms and conditions of this Agreement. Equipment not included in Exhibit "A" includes, rolling stock, computers, servers, telephones, telephone system, furniture and kitchen appliances. The Parties agree that, for purposes of the City's obligations pursuant to Article VI of this Agreement, the equipment identified in Exhibit "A" has an in-kind value of \$75,000.

**B. Fire Station.** The real property and improvements thereon located at 401 Washington Ave. SE, Orting, Washington, known commonly as the public safety building, is the property of the City. The public safety building includes an area assigned exclusively for use by the Orting Fire Department (the "Fire Station), an area assigned exclusively for use by the Orting Police Department (the "Police Station") and certain common areas that are used for ingress and egress to and from the building, and include the lobby restrooms, the kitchen area and adjoining lounge, the training room, and the exercise room. Attached hereto is Exhibit "B" which depicts the public safety building and the fire station, police station and common areas located therein. Common areas are designated as non-exclusive common areas and priority use common areas as described below.

~~OVFR will have exclusive use of the Fire Station during the terms of the Agreement as long as it is being used to deliver fire and medical services to the City. If OVFR discontinues use of the Fire Station for delivery of fire and medical services to the City, then the Fire Station shall no longer be available for use by OVFR. The OVFR will allow City and its agent(s) free access at all reasonable times to the Fire Station for the purpose of inspection of the Premises and of City's performance of its obligations hereunder, including, making repairs, alterations, improvements and additions to the Premises. In the event OVFR has failed to perform its obligations hereunder following any required Cure Period, the City may enter upon the Fire Station for the purpose of taking all such action as may be reasonably necessary or appropriate.~~

Non-exclusive shall mean shared use with the City and members of the public. The City shall have priority over use of the meeting room. OVFR shall have priority use of the priority use common areas as depicted in Exhibit "B". For these purposes, priority use shall mean that the City may use the priority use areas; provided that, such use does not unreasonably interfere with use by the OVFR. The City understands that the priority use areas are utilized by the OVFR in support of the living accommodations of OVFR employees; therefore, OVFR may impose reasonable rules for the use of these areas by the City.

The City and OVFR recognize the importance of delivering fire and emergency medical services from the Public Safety Buildings fire station. Both

parties understand that the OVFR will have the exclusive use of the Fire Station and use of the common areas which exclusive use and common use together with the City's obligations to maintain and provide utilities to the public safety building, including the Fire Station, is valued at a minimum of \$100,000 per year as an in-kind payment of the City toward its obligations pursuant to Article VI of this Agreement.

All exterior building signage shall remain unchanged. Changes to the exterior of the building are subject to the approval of the City.

**C. Fire Station Maintenance.** OVFR shall be responsible to pay for the costs of "light" maintenance of the Fire Station, including but not limited to normal use-related costs for wear and tear, the cost of painting the interior of the building, any costs associated with the use-or change of use office space, and janitorial service. City is responsible for utilities to include electricity, water, sewer, natural gas, garbage, basic cable, basic telephone, basic DSL internet, and stormwater and for the cost of "heavy maintenance" which includes, but is not limited to, the cost of major structural issues, roof, plumbing, electrical, HVAC and other major system or structural items, parking lots/grounds maintenance and external paint. OVFR shall notify the City, immediately upon becoming aware, of any defects in, damage to, nonperformance of, hazardous conditions in and around, the Fire Station including its building systems, the structure and the premises.

1. The City and OVFR recognize the importance of delivering fire and emergency medical services from the Public Safety Building fire station. Both parties understand that in addition to the contract amount for services the City will incur an additional \$100,000 (estimated) of cost for the use of the fire station portion of the Public Safety Building.

2. The City shall, prior to December 31, 2011, as part of its in-kind payment toward its obligations pursuant to Article VI of this Agreement, transfer any and all of its right, title and interest in and to all apparatus and light vehicles (with the exception of the 2003 Pierce Pumper) as listed below having an in-kind value in total of \$75,000:

1986 Spartan pumper - JAN/FEB - used as in-kind - Transfer title 2/23/09  
2001 Ford brush unit  
1997 Ford BLS Transport unit  
2005 Ford CMD Car  
2001 Ford Grumman Step Van

3. The City shall, prior to December 31, 2011, as part of its in-kind payment toward its obligations pursuant to Article VI of this Agreement, transfer any and all of its right, title and interest in and to the 2003 Pierce Pumper. The in-kind value is \$150,000.

4. The City owned antique fire engine commonly known as "JENNY" will remain the property of the City. OVFR agrees to perform light maintenance and repairs and to store JENNY in the Public Safety Building. Heavy maintenance on JENNY will be the responsibility of the City.

5. The parties agree that in the event any equipment or rolling stock given to OVFR by the City is scheduled for surplus, appropriate notice will be provided the City. The City agrees to transfer title to any equipment or rolling stock that the OVFR intends to surplus in the event that title has not yet been transferred; provided that, the City will receive credit for in-kind payment based upon the full assigned value of the equipment or rolling stock that is surplus.

#### IV. PERSONNEL

##### A. Employment of Personnel

Effective upon implementation of this Agreement:

1. All City Fire Department personnel shall become employees of District 18 OVFR and shall operate under the direction and control of OVFR and its Board of Commissioners and its Chief.
2. District 18 OVFR shall assume all responsibility for and liability relating to the City Collective Bargaining Agreement members who will work under OVFR's Collective Bargaining Agreement. OVFR shall hold harmless, defend and indemnify the City from and against all claims, liabilities and damages with respect thereto that arise upon or after the effective date of this agreement; provided that, nothing herein shall affect OVFR's responsibilities pursuant to the following paragraph.
3. All issues regarding seniority, accrued vacation time and sick leave K-day H-day balances have been resolved prior to entry into this Agreement. OVFR agrees to assume any and all vacation and sick leave balances of each transferred employee; provided that, each such employee does not elect to receive a cash pay-out of vacation leave from the City upon separation.
4. In the event of expiration or termination of this Agreement without annexation of the City within District 18 or another fire district, the previous City personnel that have had continuous service with Fire District 18 during the term of this Agreement, shall be re-employed, at their option, to their prior status with the City or any other provider agency which provides fire and emergency services to the City.

**B. Minimum City Staffing Levels.** During the term of this Agreement the OVFR will continue to maintain minimum staffing as long as revenues are available (excluding volunteer firefighters) and will increase staffing if revenues are increased. The Orting Public Safety Building will continue to be the primary station for housing staff.

**V. DISTRICT SERVICES**

**A.** All the services OVFR provides now or in the future within District 18 will be provided in comparable manner to the City. There will be no partiality in response to a request from the District or the City. Both parties to this Agreement understand that fire service requests have trended toward increasing annually. Without additional funding, service response times could increase to the District and the City in the future. OVFR services to the City shall include Fire and Rescue, Advanced Life Support (ALS), Basic Life Support (BLS), community education, commercial building inspections, Pierce County Special Operations Response Team (PCSORT), Pierce County Fire Marshall's Office (PCFMO), water rescue and in the discretion of OVFR may engage in community activities.

**B. Medical Transport.** OVFR will provide medical transport at no expense to city of Orting residents above and beyond insurance payments.

**C.** The City will at least annually measure key services and related outcomes being delivered by OVFR. The Fire Chief will provide the City with the monthly Chief's-Report, and upon request of the Mayor or City Administrator, the OVFR written statement or policy setting forth its service objectives established pursuant to Chapter 52.33 RCW and any amendments thereto, the annual evaluation/report prepared pursuant to RCW 52.33.040, and a copy of the OVFR manual of policies and procedures and any amendments that may be made thereto. The City may measure such things as staffing, response times, number of responses, type of responses, ALS transports and billing. OVFR will cooperate with the City and timely provide access to books and records of OVFR for the purpose of conducting audits, upon request of the City and may make staff available to explain the books and records. The City will have access to OVFR records for such purposes as allowed by law. The Fire Chief will contact the Mayor and/or City Administrator to report serious incidents that occur within the City. The City Council will hold an annual review of contract compliance and service. The Fire Chief will be available for this review.

**VI. PAYMENT BY THE CITY TO THE DISTRICT**

**A. Payment for Services.** The Parties agree that, commencing upon the effective date of this Agreement, the City's annual payment obligation to the OVFR for the services provided pursuant to this Agreement, shall be based upon the following:



The total annual payment shall be equal to the total property tax that would be levied by the City, if the City property tax levy for that year was at the same rate as the total property tax levy by the OVFR for that same year, as adjusted by the statutory limit factor and by any additional factors applicable under the law.

For example, if the total property tax levied by the OVFR, inclusive of emergency medical services, was \$1.83287786 per \$1,000 of assessed valuation in 2009, the City would calculate its payment to the OVFR by applying this rate to each \$1,000 of assessed valuation within the City of Orting.

**B. Payments.** The annual payment amount will be divided by 12 and paid by the City to OVFR on the first day of each month for services rendered in the preceding month. For 2008, the annual payment will be prorated based upon the number of months and days remaining in the calendar year upon the effective date.

**E. Payments In-Kind.** The Parties have assigned a total in-kind value of \$300,000 for the equipment and rolling stock and an annual value of \$100,000 for use of the Fire Station. The Parties have agreed that the in-kind value shall be applied towards the City's payment obligations set forth in Article VI, Section C. The City understands that the OVFR will require certain information related to the in-kind payments for planning and budgetary purposes for years 2009, 2010 and 2011; therefore, the City agrees to have a representative(s) of the City Finance Department available at mutually convenient places and times to meet with a representative(s) of the OVFR during the budget cycles to develop a schedule identifying when and in what amounts the incremental in-kind payments will be applied to the City's annual payment obligations.

The annual value of use of the Fire Station will be applied in approximately equal monthly amounts of \$8,333.33 (\$100,000/12).

**F. Assignment of Ownership.** The Parties agree that at the time of the effective date of this Agreement, the OVFR shall have exclusive control and use of the equipment identified in Exhibit "A" and all of the rolling stock identified herein. Ownership of the equipment and rolling stock will not be assigned to the District until such time as the City has applied the total assigned in-kind value for such equipment and for each of the rolling stock to its obligations pursuant to Article VI, Section C. Thereupon the City shall do all things necessary to assign any and all right, title and interest of the City in such equipment and each of the rolling stock to the OVFR free and clear of all liens and encumbrances.

**G. Termination Prior to Assignment.** In the event that this Agreement is terminated prior to assignment of the City's interest in the equipment any of the rolling stock, the City shall have a right to return of such equipment and each of

the rolling stock to the City by the OVFR; provided that, the City pays the OVFR the full amount of any in-kind payments already made that are attributable to such equipment or to each of the rolling stock of which the City requests return within 15 days following termination of the Agreement. In the event that the City chooses not to make re-payment to the OVFR or chooses not to take return of any such equipment or rolling stock, the City agrees that it shall assign all right, title and interest of the City to the OVFR of such equipment and rolling stock.

**VII. SUCCESSORS AND ASSIGNS**

In the event that OVFR is annexed to or merges or regionalization occurs through contractual arrangement with another fire district, the City shall allow the assignment or succession of this Agreement without approval of the Orting City Council so long as to do so does not significantly change the delivery of services or the management of those services. OVFR may not otherwise assign or transfer any of its rights, duties or obligations under this Agreement to another party without the prior written consent of the City by and through the City Council.

**VIII. ELECTION COSTS**

In the event of an annexation measure being placed on a ballot for the annexation of the areas within the City to OVFR, the parties agree that the City's share of the costs shall be limited to the City boundaries; OVFR's share of the election costs shall be limited to their boundaries.

**IX. CONDITION OF FUTURE ANNEXATIONS**

This Agreement as well as any other fire service related Agreement or personal services Agreement between the City or between OVFR shall continue and be included as a condition of future annexations.

**X. CHANGED CONDITIONS/DISPUTES**

A. In the event that after this Agreement becomes effective, (a) there is a change in or clarification of the Law which changes, broadens or clarifies the authority or obligations of the City or the OVFR with respect to any act permitted or authorized under this Agreement, or (b) the State of Washington or any agency thereof or any agency of the Federal government require OVFR or the City to act in a manner which is inconsistent with any provisions of this Agreement, or (c) any term, article, section, subsection, paragraph, provision, condition, clause, sentence, or other portion of this Agreement, or its application to any person or circumstance, shall be held to be illegal, invalid or unconstitutional for any reason by any court or agency of competent jurisdiction, or (d) because of a change in circumstances that formed the basis for a material term, condition, or provision of this Agreement, or (e) the Parties are unable to agree to support a public vote for annexation, or annexation fails after a public vote, , and the City or the OVFR

believe that amendments to this Agreement are necessary or appropriate, then the City and the OVFR, upon ninety (90) days written notice to the other party, agree to enter into good faith negotiations to amend or reform this Agreement so as to enable the City and OVFR to address, in a manner reasonably acceptable to the City and OVFR, such change or other development which formed the basis for the negotiations. The written notice shall specify the provision to be negotiated and the requested changes. The City and OVFR recognize that the purpose of the negotiations would be to preserve and reconstitute this Agreement in a way consistent with then-applicable Law in a form that, to the maximum extent possible, is consistent with the original scope, intent and purpose of the City and OVFR and preserves the benefits bargained for by each Party.

**B. Dispute Avoidance/Mediation.**

1. Communication and Discussion. The Parties are fully committed to working with each other throughout the term of this Agreement and agree to communicate regularly with each other so as to avoid or minimize Disputes. The Parties agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a Dispute. The Parties each commit to resolving a Dispute in an amicable, professional and expeditious manner. The Parties further agree that in the event a Dispute arises, they will, as a condition precedent to taking Legal Action, attempt to resolve any such Disputes through discussions between representatives of each Party as set forth in this Section.

2. Representatives. If a Dispute cannot be resolved through discussions by each Party's representative, upon the request of either Party, each Party shall each designate at least one senior representative ("Senior Representative"), and the Senior Representatives for the Parties shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve the Dispute. Prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute.

3. Mediation. If the Parties are unable to resolve the dispute under the procedure set forth in this section, the Parties hereby agree that the matter shall be referred to mediation. Either Party may request mediation upon a determination by the Party that the Parties are unable to resolve the Dispute pursuant to Sections 1 and 2 herein. The Parties shall mutually agree upon a mediator to assist them in resolving their differences. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of seven (7) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a Party fails to notify the other Party of which mediator it has stricken within two (2) business days, the other Party shall have the option of selecting the mediator from those mediators remaining on the list. Unless the Parties agree otherwise, mediation shall commence in no case later than thirty (30) days after a mediator is

selected. Any expenses incidental to mediation shall be borne equally by the Parties.

4. Intent. The intent of the Parties is to require compliance with the foregoing provisions before either party may request binding arbitration or exercise any remedies otherwise available at law or in equity.

## **XI. NOTICES**

All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

a. Notice to City of Orting shall be sent to:

P.O. Box 489  
Orting, WA 98360

b. Notice to PCFD No. 18 (OVFR) shall be sent to:

P.O. Box 1779  
Orting, WA 98360

## **XII. TERMINATION – Jointly Acquired Property**

It is understood that during the term of this Agreement, the City and OVFR may jointly acquire facilities, equipment and/or apparatus from time to time. Upon termination, any and all such jointly acquired property shall be equitably divided between and among such parties according to the proportionate amounts contributed by each such party for such acquisitions. The method, manner and precise nature of such distribution(s) shall be determined by the parties who shall endeavor to make a fair and equitable in kind division and distribution of such items and taking into account any depreciated value of such items since acquisition, if any. Except as otherwise provided herein, whatever the City gives to the District it will get back upon termination of the agreement less normal wear, aging, etc., unless surplused.

## **XIII. INSURANCE**

During the term of this Agreement the OVFR and the City shall keep and maintain the following policies of insurance in full force and effect:

A. Each party shall maintain, each at its own expense, appropriate policy or policies of comprehensive general liability insurance with respect to either

personal property or real property in such amounts as each shall deem appropriate.

- B. In the event of fire, destruction or loss of the Public Safety Building, the City may be obligated to rebuild the structure with the proceeds it receives from its insurance company.

#### **XIV. MISCELLANEOUS**

The parties agree, in the event that changes in federal or state law affect the future performance of either party or in the event of future changes in the boundaries of either party that affect the performance of either party, to enter into good faith negotiations to insure continuation of the operations.

#### **XV. HOLD HARMLESS**

OVFR agrees to and shall hold harmless, defend and indemnify the City and its officers agents and representative, from and against liability and damages, and claims of such liability and damages arising out of or in connection with its performance or services called for herein, and its duties and obligations hereunder, except to the extent that the same is caused by the negligence of the City or other person to be indemnified under this Section. No claim or litigation shall be settled without prior approval of City.

OVFR SPECIFICALLY ASSUMES POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY THE OPERATOR'S OWN EMPLOYEES AGAINST THE CITY AND, SOLELY FOR THE PURPOSE OF THIS INDEMNIFICATION AND DEFENSE, THE OPERATOR SPECIFICALLY WAIVES ANY IMMUNITY UNDER THE STATE INDUSTRIAL INSURANCE LAW, TITLE 51 RCW.

City agrees to and shall hold harmless, defend and indemnify OVFR and its employees, agents, representatives, volunteers and Commissioners from and against all liability and damages, and claims of such liability and damages arising out of or in connection with its performance of services called for herein, and its duties and obligations hereunder.

This Article XV shall remain in force for a term not longer than twelve (12) months, despite termination of this Agreement with respect to acts and omissions occurring before termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of Operator under this Agreement.

AGREED TO THIS \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF ORTING

PIERCE COUNTY FIRE  
PROTECTION DISTRICT  
NO. 18 (OVFR)

Cheryl M. Temple  
Mayor

Ray S. West  
Commissioner

[Signature]  
City Administrator

Sherry Jackson  
Commissioner

Approved as to Form:

Charlyne A. Bae  
City Attorney

[Signature]  
Commissioner

Attest:

Susan J. Davis  
City Clerk

EXHIBIT A  
List of Equipment

**CITY OF ORTING  
AND  
PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 18  
CONSOLIDATION AGREEMENT  
"EXHIBIT A" – LIST OF EQUIPMENT**

**E-40 Pierce**

Cab

- 1-Map
- 1-Pre-Fire Book
- 1-IMS Board
- 1-Clipboard
- 2-Passports
- 2-Officer Shields
- 2-FF Shields
- 2-Traffic Vests
- 4-Boxes Gloves
- 2-Portables
- 1-Nextel
- 1-Set of Knox Keys
- 1- SCBA
- 2- Pair Safety Glasses
- 2-Headsets
- 1-MDS

Jump Seats

- 6-FF Shields
- 4-Traffic Vests
- 1-Thermal Imager
- 2-SCBA Packs
- 2-Box Lights
- 1-Flathead Axe
- 1-Pickhead Axe
- 1-O<sub>2</sub> Kit
- 1-Clipboard
- 1-Aid Box
- 1-C-Collard Bag
- 1-ISO Kit
- 1-BP Kit
- 1-Defibrulator
- 1-KED
- 1-Mast Pants
- 1-Powered Suction Unit
- Blankets

Cardboard Splints

- 1-Triage Pack
- 1-Pediatric Board
- 2-Life Vests
- 2-Throw Ropes
- 2-Wildland Helmets  
(seasonal)
- 2-Wildland Jackets  
(seasonal)

Driver Front

- 1-Hydrant Wrench
- 1-2 ½" Double Male
- 2-2 ½" Double Female
- 2-2 ½" - 1½" Reducers
- 1-1 ½" - 1" Reducers
- 1-4 ½" - 5" Stroz
- 1-2 ½" - 5" Stroz
- 1-2 ½" Combo Nozzle
- 1-2½" Nozzle (playpipe)
- 1-Cellar Nozzle
- 2-2-1" Nozzles
- 1-Gate Valve
- 1-Siamess
- 1-30' – 5" Pony Section
- 200' Wildland Hose
- 2-5" Spanners
- 2-Universal Spanners
- 1-Gas Monitor
- 1-Mallet
- 1-Slim Jim Set
- 1-Set of Chimney Fire  
Equipment
- 1-Monitor Base
- 1-4 Step Chocks
- 2- Spare O<sub>2</sub> w/1 Regulator

Driver Center

- 2-SCBA Packs
- 1-Airbag Regulator  
w/bottle (RIT Bag)
- 2-Spare Bottle

Driver Rear

- 1-Bottle Bar Oil
- 1-Saw Safety Pack
- 1-Chainsaw
- 1-K-12
- 2-Air Bags
- IMS Vests & Shields
- 1-H<sub>2</sub>O Extinguisher
- 1-Dry Chemical  
Extinguisher
- 1-Tool Box
- HazMat Equipment
- Drinking Water
- Stryker Stair Chair

Rear

- 1-Hydraulic Cutter
- 1-Hydraulic Spreader
- 1-Hydraulic Power Plant
- 2-Spot Lamps
- 1-Retractable Power Cord



OFC Rear

3-Electric Flares  
5-Road Flares  
2-Wands  
2-Stop/Slow Signs  
1-Rope Bag  
1-Generator  
1-Cordless Power Tool  
Kits  
1-Roll Caution Tap  
Hydrant Box: 2-Spanners,  
1-Double Female, 1  
Double Male, 1 Gate  
Valve, 4 ½"-5" Storz,  
Hydrant Wrench 2 ½" – 5"  
Storz

OFC Center

1-Halligan  
1-Sledge Hammer  
1-Pair Bolt Cutters  
1-Spade Shovel  
1-Flathead Shovel  
2-Push Brooms  
1-Pry Bar  
2-Pulaski's  
1-Water Key  
1-Airbag Control Kit  
w/Air Lines

OFC Front

2-Tarps  
1-Ventilation Fan  
1-Mixed Gas Can  
1-Gas Can  
1-Backpack Pump

Hosebed

4- 1½" Nozzles  
300' – 1½"  
500'-5"  
300'- 2½"  
1-2½" Nozzle  
1-Gated Wye  
450' 1 ¼" Hose (crosslay)  
1-Scoop Shovel

2-Backboards  
1-Set of Cribbing

Exterior

1-24' Extension Ladder  
1-14' Roof Ladder  
1-10' Attic Ladder  
1-Trash Hook  
1-10' Pike Pole  
1-6' Pike Pole  
2-Wheel Chocks  
1-Piston Intake Valve  
7-Traffic Cones  
4-Spare Bottles  
1-Deck Gun

E-403 Ford Howe

Cab

1-Map Book  
1-IMS Board  
1-Clipboard  
2-Portables  
1-Box Light  
2-Passports  
1-Officer Shield  
2-FF Shields  
2- Pair Safety Glasses  
2-Traffic Vests  
2-Boxes Gloves  
1-NAERG

Jump Seats

1-Chainsaw  
1-Gas Can w/Tools  
1-Saw Safety Pack  
3-Sets Earmuffs  
1-Broom  
1-Flathead Shovel  
Drinking Water  
3-FF Shields  
3-Traffic Vests  
3-Boxes of Gloves  
1-Water Key

Driver Exterior

1-CO<sub>2</sub> Extinguisher  
1-Halligan  
1-Pickhead Axe  
1-Wheel Chock w/Mount  
2-Spanner  
1-10' -6" Hard Suction  
w/Strainer  
1-30'-5" Pony

Driver Front

10 gal Class B Foam  
10 Gal Class A Foam  
1-2½" Nozzle  
1-2 ½" - 1½" Reducers  
1-Chimney Stick  
1-Foam Eductor  
Wood Stops  
1-Mallet  
3-Spanners  
1-Gas Shutoff  
1-Hay Hook  
1-Spill Kit

Upper Driver Sides

3-SCBA Packs  
4-Spare Bottles  
MSA Wipes  
1-Pair Bolt Cutters  
1-Shovel

Driver Rear

1-Box of Flares  
2-Stop/Slow Signs  
2-Tarps  
1-Bag of Absorbent

Rear

4- Spanners  
1-2½" – 1 ½" Reducer  
1-2 ½" Double Males  
1-2 ½" Double Females  
7-Cones  
400' Wildland Hose  
2- 1½"- 1" Reducers  
1-Backpack Pump  
1-Pulaski's  
1-Wheel chock  
1-Wildland Helmet  
1-Wildland Gear

OFC Exterior

1-Water Extinguisher  
1-Dry Chem. Extinguisher  
1-Pry Bar  
1-Flat Head Axe  
1-10' – 6' Hard Suction  
1-50'- 2½"  
1-24' Extension Ladder  
1-14' Roof Ladder  
1-10' Attic Ladder

OFC Rear

3-Smoke Ejector  
1-Spreader Bar  
1-Cord Reel  
2-Spot Lamps  
Hydrant Box: 1-Hydrant  
Wrench, 1-4½"-5" Storz,  
1- 2½-5' Storz, 1- Gate  
Valve, 2-Spanners, 1-2½"  
Double Female, 1-2½"  
Double Male

OFC Front

1-Airway Kit  
1-Blanket  
Cardboard Splints  
1-Utility Rope  
1-Bio Kit  
1-Trauma Box  
1-C collar bag  
1-OB Kit

Hosebed

300' – 1¾" (crosslay)  
150' – 1½"  
3- 1½" Nozzles  
600'- 2½"  
1-Gated Wye  
500'-5"  
1-Scoop Shovel  
2-Backboards

**Aid 41 Wheeled Coach**

Cab

1-Map Book  
1-IMS Board  
2-Portables  
1-Nextel  
2-Passports  
1-NAERG  
2-Officer Shields  
2-FF Shields  
2-Boxes Gloves  
2-Traffic Vests  
2- Pair Safety Glasses  
1-Clipboard

O<sub>2</sub> Compartment

1-H Cylinder  
2-D Cylinder  
1-Regulator  
1-Command Kit  
1-Round Shovel  
1-Dry Chem. Extinguisher  
10-Traffic Cones

Driver Center

1-Hax Mat Spill absorbent  
1-Toolbox  
1-Tire Jack  
1-Set of Snow Chains  
5-Road Flares  
1-Roll of Caution Fire  
Tape

Driver Rear

1-Tarp  
Drinking Water  
2-Traffic Vests  
2-Stop/Slow Signs  
2-Wands  
2-SCBA

Backboard Compartment

3-Backboards  
1-KED  
1-Scoop Stretcher

OFC Rear

1-C-Collar Bag  
Extra Straps  
Air Splints  
Mast Pants  
KTD  
  
OFC Front  
1-Airway Kit  
1-Trauma Bag  
1-Defib  
1-BP Kit  
1-Pediatric Airway Kit

Interior

1-Gurney w/Blankets  
1-Radio Battery Charger  
1-Clock  
1-Suction Unit  
1-Sharps Container  
1-Bio Container  
1-Traffic Vest  
3-FF Shields

Interior #1

2-Adult BVM's  
2-Child BVM's  
1-Infant BVM

Interior #2

2-Nebulizers  
3-O<sub>2</sub> Nipples  
1-O<sub>2</sub> Wrench  
6-NC's  
5-NRB's  
5-Pediatric NRB's

Interior #3

1-EMT B-Protocols  
1-Spanish-English  
Dictionary  
1-MCI Plan Book  
1-Monitor Patches  
1-Vicks

Interior #4

6-Boxed Gloves  
1-Set of NPA's  
1-Set of OPA's  
Extra Suction Tubing  
1-Box Ear Plugs  
Extra Stethoscope Parts  
1-BP Cuff  
2-Hand Sanitizer gels  
1-Bio Kit  
1-Roll of Scotch tape

Interior #5

2-Chemical Suits  
2-Trauma Dressings  
1-Set of Restraints

Interior #6

1-2" Tape  
5-Triangular Bandages  
4-500ml sterile water  
2-1000ml sodium chloride  
2-Sterile burn sheets  
1-Box bandages

Interior #7

4-Sam splints  
1-Cold Compress  
6-Hot Packs  
1-Ring Cutter

1-Set of pliers  
Misc. Linens  
6-Self-Adhesive caps  
2-Rolls of gauze  
8-Combine dressing  
1-Box of 2x2 gauze  
5-Keril rolls  
2-boxes of 4x4 gauze  
4-Multi-Trauma dressing

Interior #8

Stuffed Animals  
Ear Plugs  
12-Convience bags  
2-OB kits

Interior #9

Nothing

Interior #10

Nothing

Bench Compartment

10-Sm. Cardboard Splints  
8-Med. Cardboard Splints  
2-Lg. Cardboard Splints  
3-Disposable Blankets

**U-403 Ford F-250**

Cab

1-Mapbook  
1-Thomas Guide  
1-ERG Book  
2-Boxes Gloves  
Pre-Fire Book  
1-EMS Bag  
1-Defib  
3-Traffic Vests  
1-Command Board  
2-Full Sets PPE  
1-Officer Shield  
3-FF Shields  
Drinking Water  
1-Portable Radio

2-Passports  
2-Portables

Toolbox

2-Full Sets PPA  
Flares  
1-Ball Hitch  
1-Tire Jack  
1-Set Jumper Cables  
1-Tarp  
2-Pulaski's  
2-Adze Hoes  
1-Shovel  
1-Fire Rake  
400' 1" Hose  
300' Toy Hose  
1-Tool Box w/Duct Tape  
2-Slow/Stop Signs

Bed

1-Dry Chemical  
Extinguisher  
3-Traffic Cones  
1-Chainsaw 200'  
1" Hose Adapters: 3  
1-Dry Chemical  
Extinguisher  
3-Traffic Cones  
1-Chainsaw 200'  
1" Hose Adapters: 3 -1/4  
Turn, 1" Female, 3 1/4  
Turn, 1" Male, 1/4 Turn, 1  
1/2" Female  
1-T&G 1" Male  
2- Spanner Wrenches  
3-Garden Nozzles  
1-1 1/2 Male  
1-1" nozzle  
1-Earphone  
1-Gal, Mixed Gas  
1-Gal. Gas  
1-Mobile Water Pump

**E-43 Darley**

Cab

- 1-Mapbook
- 1-Pre-Fire Book
- 1-Dot Guide
- 1-Thomas Guide
- 1-IMS Board
- 1-Clipboard
- 1-Portable
- 2-Passports
- 2-FF Shields
- 2-Officer Shields
- 1- Search Light
- 2-Traffic Vests
- 2- Pair Safety Glasses
- 3-Boxes Gloves
- 2-Headsets
- 1-NAERG
- Knox Key

Jump Seats

- 2-SCBA Packs
- 1-Boxlike
- 6-FF Shields
- 1-Portable
- 2-Headsets
- 2-Halligan
- 1-CO<sub>2</sub> Extinguisher
- 1-Dry Chem. Extinguisher

Through Compartment

- 1-Monitor Base
- 1-Pair Bolt Cutters
- Drinking Water
- 1-Pry Barf
- 1-6' Pike Pole
- 1- O<sub>2</sub> Kit
- 1-Aid Box
- 1-C-Collar Bag
- 1-ISO Kit
- Cardboard Splints
- 1-Blanket
- 1-BP Kit
- 1-Defib

- 1-KED
- Mast Pants
- 1-Clipboard

Driver Front

- 2-5" Spanners
- 1-Siamese
- 2-2½" Double Males
- 2-2½" Double Females
- 2-2½"-1½" Reducers
- 1-Foam Nozzle
- 1-2½" Combo Nozzle
- 1-2½" Nozzle (playpipe)
- 1-Tool Box
- 1-Mallet
- Chimney Fire Equipment

Driver Center

- 2-SCBA Packs
- 2-Spare Bottles

Driver Pump

- 2-Wheel Chocks

Driver Rear

- 1-Mixed Gas Can
- 1-Gas Can
- 1-Bottle Bar Oil
- 1-Saw Safety Pack
- 1-Chainsaw Cribbing

Rear

- 1-Flathead Axe
- 1-Pickhead Axe
- 4-Spanners
- 1-Hydrant Wrench
- 1-Short Handle Spade
- Shovel
- 1-Short Handle Flathead
- Shovel
- Cribbing
- 2-Push Brooms

OFC Rear

- Haz Mat Equipment
- 2-Stop/Slow Signs
- 4-Traffic Vests Flares

- 2-Spot Lamps
- Hydrant Box: 1 Spanner, 1 Double Female, 1 Gate Valve 4 ½"-5" Storz, 2 ½" – 5½' Storz, Hydrant Wrench

OFC Center

- 1-SCBA Pack
- 3-Spare Bottles MSA Wipes

OFC Front

- Bio container
- 1-Smoke Ejector
- 1-Roll Caution Tape

Hose Bed

- 600"-5"
- 400'-2½"
- Gated Wye
- 1-Gate Valve
- 300'-1½"
- 5-1½" Nozzles
- 450'-1¾" Hose (crosslay)
- 1-28' Extension Ladder
- 1-12' Roof Ladder
- 1-10' Attic Ladder
- 2-Backboards
- 10-Cones
- 1-Scoop Shovel
- 1-10' Pike Pole

**Air 40 Grumman Olsen**

Cab

- Map books
- 2-FF Shields
- 1-Officer Shield
- 2-Passports
- 1-Map
- 1-NAERG
- 1-Dry Chem Extinguisher

Desk Area

- 2-Fold out Awnings
- 1-Folding Table
- 2-Folding Chairs
- 1-Portable Toilet
- 1-Privacy Tent
- 1-Stokes Stretcher
- 1-Tripod
- 1-Sked Stretcher
- 1-Immobilization device

Cabinet

- 5-Traffic Vests
- 1-Box Various Batteries
- 1-SCBA Mask
- 1-Box Various Pens
- Notepads
- Spare PPE
- 2-Life Vests
- Tech. Rescue Equipment
- 3-Tarps
- Spare Helmet Shields

Driver Side Rear

- 1-SCBA Pack
- 1-SCBA Bottle
- 1-Water Mist Fan

Officer Side Shelf

- 6-Folding Chairs
- 1-Icebox
- 1-O<sub>2</sub> bag
- 1-Clipboard
- 1-Trauma Box
- 1-SCBA Pack
- 1-SCBA Bottle

Rehab Area

- 1-Microwave
- 1-Coffee Pot
- 2-Cases Drinking Water
- Assorted Food
- Utensils
- Paper Towels
- Assorted Snacks
- 1-Generator

- 1-Cord Reel

**Wild Land Equipment**

- 2-Fire Land Handbook
- 1-¾”Nozzle
- 3-Valve Y Siamese
- 3-¾ Nozzle Bras
- 2-Blue Back Pack
- 2-Valve Gated Y 1 ½”

**Bunker Pants**

- Globe #03-11701
- Globe #04-1418
- Globe #06-1644
- Janesville #07-1048
- Globe #06-1632
- Janesville #01-1096
- Globe #2444-541
- Globe #06-1634
- Globe #03-1175
- Globe #04-1455
- Globe #03-1261
- Janesville #02-1075
- Globe #06-1630
- Globe #04-1451
- Globe #03-1168
- Globe #05-0516
- Janesville #02-1059
- Globe #03-1407
- Globe #03-1327
- Globe #03-1171
- Janesville #02-0260
- Globe #04-1419
- Globe #04-1148

**Bunker Jackets**

- Globe #04-1454
- Janesville #07-123
- Globe #03-1174
- Globe #02-1147
- Globe #03-1408
- Janesville #02-1045
- Globe #03-1170

- Janesville #02-1067
- Globe #03-1169
- Globe #03-1173
- Globe #06-1633
- Globe #04-1450
- Globe #02-1047
- Globe #04-1142
- Globe #04-1435
- Globe #04-1447
- Globe #05-03
- Globe #01-04
- Globe #05-95
- Globe #08-13
- Globe #05-04

**FF Helmet**

- 4-Bullard
- 10-Cairnes

**Bunker Gloves**

- 4- FDP Small
- 10-FDP Medium
- 10-FDP Large
- 5-FDP X-Large

**T-Shirts**

- 4-Small
- 12-Medium
- 18-Large
- 10-X-Large

**¼ Zip Sweatshirts**

- 1-Small
- 4-Medium
- 8-Large
- 5-X-Large

**Air Time Jackets**

08-1  
 08-2  
 08-3  
 08-4  
 08-5  
 08-6  
 08-7  
 08-8  
 08-9  
 08-10  
 08-11  
 08-12  
 08-13  
 08-14  
 08-15

**Speidwak**

5-Medium  
 1-Large  
 2-X-Large

**Beanies**

18-Onesize

**Safety Glasses**

19-Onesize

**TG Maps**

OVFR MB3  
 OVFR MB4  
 OVFR MB6  
 OVFR MB8  
 OVFR MB11  
 OVFR MB13  
 OVFR MB16

**Laundry Room**

Ironing board  
 Iron

**Bathroom**

Plunger  
 Scrubber  
 Shower Curtain  
 Cabinet

**Miscellaneous Items**

Tan Locker  
 Dark Grey Locker  
 Black Tool Box with Stand  
 Red Rolling Toolbox with tools  
 3-Buckets Class A Foam  
 1 Nuts & Bolts Cubby  
 Assorted Antique Brass  
 1-Difib Lifepak 500  
 1-Training Trauma Dummy  
 Assorted Exhaust System Parts  
 Assorted Emergency Lights Parts  
 1-Bucket Graphite  
 Extension Cords  
 Hydrant Maintenance Box  
 Round Table in Bay  
 Television  
 Forestry Line with Reel

**EMS Room**

36 Green Containers

**Flash Hood**

19-PGI Universal

**Chief's Room**

Desk #1  
 Round Table  
 Small Drawer  
 Long Desk  
 TV

**TV Stand**

Large Lamp  
 Small Lamp  
 2-Rolling Chairs  
 Clear Plastic Pad

EXHIBIT B

Depiction of Public Safety Building and Fire Station