

WALLA WALLA EMERGENCY SERVICES COMMUNICATIONS (WESCOM) INTERLOCAL COOPERATION AGREEMENT

This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW), between Walla Walla County (the County) and the cities of Walla Walla, College Place, and Walla Walla Fire Protection Districts 1, 3, 4, 6, 7 and 8 (hereinafter the "parties"), by which the parties agree to reaffirm their commitment to establish and participate in consolidated communications services hereby designated as Walla Walla Emergency Services Communications, (WESCOM), under the direct supervision and management of the City of Walla Walla, with oversight by the WESCOM Executive Committee created herein; and that WESCOM shall perform the emergency communications services work for all parties, including budgeting, staffing, equipment procurement and utilization, and operations. This Agreement replaces and supersedes the Amended Agreement For The Establishment And Operation Of An E-911 Public Safety Answering Point entered into originally in September 1995 and revised in December of 2004, as well as the individual agreements between each of the above identified user agencies.

WHEREAS, this agreement is formed to be consistent with the provisions and terms of the Interlocal Cooperation Act, RCW 39.34 et. Seq; and

WHEREAS, RCW 38.52 provides for the establishment of emergency communications through enhanced 9-1-1 service and encourages under related laws local plans that detail how enhanced 9-1-1 will be implemented in the most efficient and effective manner with priority for state assistance given to those developing consolidated or regional 9-1-1 systems; and

WHEREAS, in 1992, Walla Walla County passed Ordinance 214, instituting a fifty cents per month excise tax for each switched access line, to be placed in a County fund used for "planning, acquisition, installation, addition, improvement, replacement, repair, maintenance, or operation of emergency services communications systems and an enhanced 911 telephone system including reimbursement to the local exchange companies for actual costs of administration and collection of the tax imposed;" and

WHEREAS, in April 1994, Walla Walla County and the City of Walla Walla entered into an "Interlocal Government Agreement For Provision of Emergency Communication Services," which provided that the County would pay a minimum charge of One thousand five hundred dollars annually, with additional costs determined by a standard formula based on call volume, cost per call and other factors; and

WHEREAS, the City of Walla Walla and Walla Walla County entered into an "Agreement For Establishment and Operation of an E-911 Public Safety Answering Point" (the 1995 Agreement) which was executed by the County on September 26, 1995, and by the City on October 11, 1995; and

WHEREAS, the 1995 Agreement provided that the County would make the telephone and cellular excise tax fully available to the City of Walla Walla on the tenth day of the month following receipt; and

WHEREAS, the 1995 Agreement provided that the City of Walla Walla would budget at least five percent of the telephone excise tax annually to a reserve fund dedicated to the enhancement or replacement of equipment or facility as recommended by an advisory board; and

WHEREAS, the 1995 Agreement, at Clause IX (1) provided that equipment, software and other capitalized items directly relating to E911 services purchased or upgraded jointly during PSAP implementation shall be purchased by the City of Walla Walla but titled to Walla Walla County; and

WHEREAS the 1995 Agreement, at Clause IX (2) provided that E911 equipment shall be in the custody of the City of Walla Walla, but ownership shall remain with Walla Walla County, that the City of Walla Walla shall be responsible for the maintenance of all such equipment in good repair and adjustment, and that the E911 equipment would be returned to the County upon withdrawal of either the City or the County from the 1995 Agreement; and

WHEREAS, in 2002, Walla Walla County passed Ordinance 275, which continued an excise tax on switched access lines and implemented an additional excise tax of fifty cents per month for each radio access line, whose place of primary use is located within the county; and

WHEREAS, the purposes for the funds collected under Ordinance 275 were the same as those enumerated by Ordinance 214; and

WHEREAS, the City and the County entered into an Amended Agreement for the Establishment And Operation of An E-911 Public Safety Answering Point (the 2004 Amended Agreement), which was executed by the City on December 2, 2004 and by the County on December 21, 2004; and

WHEREAS, the 2004 Agreement continued to require that the County collect wireline and wireless excise taxes and make those funds fully available to the City of Walla Walla; and

WHEREAS, the 2004 Agreement continued to require that property connected with E911 be purchased and maintained by the City, but remain titled to the County. The 2004 amendment at Clause VII (2), also added new requirements that the City shall enter the E911 equipment onto the "County master inventory" and that the inventory list would be reviewed annually by the PSAP Director and as requested by the County; and

WHEREAS, on June 20th, 2005, Walla Walla County and the City of Walla Walla executed a "Memorandum of Understanding Lease Agreement for Radio Antenna Site on Coppei Mountain", which stated that, "the County shall retain title to all equipment purchased pursuant

to this agreement and pursuant to the Public Service (sic) Answering Point Agreement entered into between the County and the City;" and

WHEREAS, on October 11, 2010, Walla Walla County passed Ordinance 390, which implemented seventy cent per month excise taxes on each telephone switched access line, radio access line and interconnected voice over internet protocol service line; and

WHEREAS, Ordinance 390 also amended Walla Walla County Code Section 3.16.020 to provide that proceeds from the tax were to be used for an enhanced 911 emergency communications system; and

WHEREAS, on December 27, 2011, the City of Walla Walla and the County executed a Memorandum of Understanding Regarding Transceivers, regarding the emergency purchase of radio equipment. Among other things, the Memorandum stated that, "It is further agreed by and between the parties that the WESCOM radio system infrastructure is owned and insured by Walla Walla County, in accordance with the Agreement; however funding for this system is a joint responsibility of all of the various public safety agencies, and their respective legislative bodies, that utilize the system within Walla Walla County;" and

WHEREAS, in 2013, Walla Walla County passed Ordinance 417, instituting an additional seventy cent excise tax per retail transaction within the County for consumers of prepaid wireless telecommunications services; and

WHEREAS, it is believed that each of the parties and the public will benefit through regional coordination and economies of scale if such communications continue to be consolidated,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSES.

The purposes of this agreement are:

1. To replace and supersede the 1995 Agreement and the revised 2004 Amended Agreement;
2. To replace and supersede each of the variously executed agreements for participation in the WESCOM radio system by the user agencies, including the Walla Walla Police Department; the Walla Walla Fire Department and Ambulance Service; the Walla Walla County Sheriff's Office, entered into on April 13, 1994; the City of College Place Police Department, entered into on February 15, 1996; the United States Veteran's Administration Hospital Police, entered into on September 10, 1999; the Walla Walla County Fire Protection Districts 1, 3, 4, 7 and 8, entered into on April 13, 1994; Walla Walla County Fire Protection District 5, entered into on December 18, 1997; and Walla Walla County Fire District 6, entered

into on May 25 1995; and to include a new agreement for any agency joining at the time of execution with this single Master Agreement; NOTE: Walla Walla County Fire District 2 and the Walla Walla County Coroner's Office do not have an executed agreement; however, they have separately agreed to pay monthly fees.

3. To provide regional 9-1-1 dispatch services to all parties to this Agreement, including the maintenance of a conventional radio system and services;

4. To establish a process of administrative oversight for such communications services; and

5. To establish a uniform process for other jurisdictions and public service entities to become participants in this Agreement.

II. DEFINITIONS.

Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them in RCW 38.52; RCW 39.34; and RCW 82.14B.

1. "Conventional radio system and services" means a countywide radio communications infrastructure comprised of voice/data microwave systems and the VHF high band Simulcast radio system which provides a LAW PRIMARY channel, a FIRE PRIMARY channel and a COMMON frequency channel. It also includes any other non-Simulcast channels maintained by any party to this Agreement which is licensed to provide radio communications for public safety in the Walla Walla area.

2. "9-1-1 Dispatch Services" means the 9-1-1 call taking and radio dispatch for law enforcement, fire and ambulance providers within Walla Walla County that are a party to this agreement.

3. "Emergency Services Communication System" means a multicounty or countywide communications network, including an enhanced 911 emergency communications system, which provides rapid public access for coordinated dispatching of services, personnel, equipment, and facilities for police, fire, medical, or other emergency services.

4. "Enhanced 911 Emergency Communications System" means a public communications system consisting of a network, database, and on-premises equipment that is accessed by dialing or accessing 911 and that enables reporting police, fire, medical, or other emergency situations to a public safety answering point. The system includes the capability to selectively route incoming 911 voice or data to the appropriate public safety answering point that operates in a defined 911 service area and the capability to automatically display the name, address, and telephone number of incoming 911 voice or data at the appropriate public safety

answering point. "Enhanced 911 Emergency Communications System" includes the modernization to next generation 911 systems.

5. "User Cost Allocation" means the allocation of the cost of dispatch operations determined by the Executive Board for the purposes of calculating the members' obligations to contribute to the funding of such operations for the year in which a notice of withdrawal or termination is given.

6. "Emergency Management and Communications Advisory Board (EMCAB)" is the group of representatives from each of the participating user agencies and governmental units.

7. "WESCOM Executive Committee": The WESCOM Executive Committee is the executive group with primary responsibility for long term financial and operational planning of the WESCOM system.

8. "WESCOM Director" means the person employed and assigned by the City of Walla Walla with ultimate authority and responsibility for the operation of the WESCOM activity.

9. "WESCOM Manager" means the person appointed by the Director to perform the day-to-day management activities of the WESCOM Public Safety Answering Point, including general planning, organizing, directing, staffing, coordinating, reporting and budgeting of the operation.

III. PARTICIPATION.

The County of Walla Walla, City of Walla Walla, City of College Place, Walla Walla County Sheriff's Office, Walla Walla County Coroner's Office, Walla Walla Police Department, Walla Walla Fire Department and Ambulance Service, College Place Police Department, USVA Police, and Walla Walla Fire Protection Districts 1, 3, 4, 6, 7 and 8 participate in the formation and operation of WESCOM for the purpose of consolidated 9-1-1 dispatch and conventional radio system and services. General purpose governmental jurisdictions and public service providers may join WESCOM for consolidated 9-1-1 dispatch and conventional radio system and services upon recommendation of the Emergency Management and Communications Advisory Board (EMCAB) and approval of the WESCOM Executive Committee, and by executing this Agreement. Other organizations which are neither general purpose governmental jurisdictions nor public service providers may participate in consolidated 9-1-1 dispatch and regional conventional radio system and services through separate service agreements as recommended and approved by both EMCAB and the WESCOM Executive Committee.

The City of Walla Walla may charge new user agencies for costs for enhancements of equipment or expansion of buildings, property or equipment necessary to provide services for the new user agency.

Agencies outside Walla Walla County wishing to join the PSAP will have the request reviewed by the EMCAB, and, if approved by the Executive Committee, with a recommendation forwarded to the Board of County Commissioners and the City Council of the City of Walla Walla for action.

IV. MEMBERSHIP AND AUTHORITY OF THE EMERGENCY MANAGEMENT AND COMMUNICATIONS ADVISORY BOARD (EMCAB):

EMCAB shall serve as the operations policy recommending body for the PSAP. The Board shall be composed of a representative of each agency which is a user of the PSAP services under contract, and Walla Walla County Emergency Management. The Chair may, at his/her discretion, organize subcommittees necessary for efficient operation of the PSAP.

1. The Board shall establish bylaws consistent with this Agreement.
2. The Board shall have authority to:
 - a. Make recommendations for the operation of the PSAP in accordance with industry and state standards.
 - b. Review the financial contributions of the parties hereto, and to recommend adjustments in the same to the Executive Committee for final approval.
 - c. Recommend approval of the joining herein of any other user wishing to participate.
3. Decisions reached by the Board shall be by vote of the majority of the membership represented at any meeting in which the vote is taken, but will require a quorum for any action to be taken.
4. The WESCOM Director, directly or through his designee, shall seek the advice and assistance of the EMCAB and Executive Committee when considering changes in the management and operation of the PSAP.

V. MEMBERSHIP AND VOTING RIGHTS OF THE WESCOM EXECUTIVE COMMITTEE.

The WESCOM Executive Committee shall consist of five (5) persons serving indefinite terms, each of who are delegated to one vote, and consisting of the following members:

1. Walla Walla County Commissioner
2. Walla Walla City Manager
3. Fire District 4 Commissioner

4. College Place City Administrator
5. One Representative Fire District Commissioner selected by Walla Walla County Fire Districts 1, 3, 6, 7, and 8.

If a Committee member cannot attend a meeting, they will specify a proxy representative to attend meetings in their place so that a quorum (as outlined in section 3.4 of the Executive Committee By-Laws) can be reached.

The membership and structure of the WESCOM Executive Committee may only be modified through amendment to this agreement, recommended by a majority of the Executive Committee and approved by the majority of the participating agencies.

The WESCOM Executive Committee may, in the event of a permanent vacancy on the Committee, solicit the appointment of a replacement member from the appointing body. In the event the appointing authority fails to appoint a replacement within sixty (60) days for the Committee's request, the committee may select a person to fill the vacancy.

VI. AUTHORITY AND RESPONSIBILITIES OF THE WESCOM EXECUTIVE COMMITTEE.

The WESCOM Executive Committee shall have the responsibility to develop a sustainable financial model and user fee structure to fund WESCOM for operational expenses, capital expenses, and equipment repair and replacement costs, and in particular shall:

1. Establish bylaws that govern the procedures of the WESCOM Executive Committee;
2. Recommend appropriate action to the legislative bodies of the participating members;
3. For 9-1-1 Dispatch Services and the emergency service radio system, establish cost allocation formulas, rates, and appropriate service charges for such services provided to members, subscribers or participating agencies;
4. Establish or cause to be established a fund or funds, held by the City of Walla Walla, as authorized by RCW 39.34.030 for the operation of WESCOM;
5. Review and adopt the annual budget and amendments for final recommendation to the Walla Walla City Council;
6. Recommend appropriate operational changes to the WESCOM Director for consideration;

7. Familiarize themselves with EMCAB operational recommendations and system capital recommendations;

8. Determine what services shall be offered and under what terms they shall be offered;

9. Enter into contracts or agreements with future participating members and subscribers to provide 9-1-1 dispatch services;

10. Any and all other acts necessary to further WESCOM's mission and purpose.

VII. GENERAL COVENANTS:

THE CITY OF WALLA WALLA AGREES AS FOLLOWS:

1. The City shall sufficiently staff, operate and maintain a countywide Public Safety Answering Point (PSAP).

2. The City shall employ and assign a Director who shall be responsible for the overall operation of the PSAP. The Director shall be responsible to the City of Walla Walla City Manager for the staffing, direction, overall management, and efficient operation of the PSAP. The Director shall appoint a PSAP Manager that will supervise the day-to-day operation of the PSAP. The responsibilities of the Manager shall include the development of operating policies and procedures, scheduling, day-to-day management and supervision, and maintenance of liaison with the other users of the PSAP. The Manager shall serve as the Walla Walla County E-911 Coordinator.

3. The City shall maintain records and statistics on the operation of the PSAP for administrative and financial purposes. The City shall provide a quarterly financial report of activities of the PSAP and a report of each user's utilization of the PSAP.

4. The City shall provide the following communications services in accordance with State standards for E-911:

a. An Enhanced 9-1-1 emergency telephone answering point for the receipt of calls for emergency and other assistance.

b. The development and utilization of a computer-aided dispatch (CAD) system for emergency vehicles and units, and provision of necessary information thereto. The CAD system shall interface with other public safety agency records systems.

c. The sending and receipt of all teletype messages addressed to or from parties hereto that is pertinent to the operation of the PSAP, or as determined by other policy.

d. The performance of other tasks and services necessary and proper for the efficient operation of a comprehensive emergency communications system.

5. The City shall establish a special revenue fund to account for the receipt and expenditure of all monies related to the E-911 PSAP operation. The operations within the fund shall be the responsibility of the City of Walla Walla, administered by the Director in accordance with established policies.

6. Unless otherwise agreed by the City and the County the City shall use the facility and space provided by the County for the PSAP. The PSAP shall be co-located with the countywide Emergency Dispatch Center operated by the City at the County's facility leased under separate agreement from the County.

7. The City shall budget an amount equal to at least 5% of the telephone excise tax annually to a reserve fund dedicated to the enhancement or replacement of equipment or facility as recommended by the Emergency Management and Communications Advisory Board (EMCAB) and approved by the WESCOM Executive Committee.

8. Prior to budget approval, the City Manager and the Director shall meet with the Council of the City of Walla Walla, the Board of Commissioners of Walla Walla County, or other user agency legislative bodies, to review the PSAP budget and discuss the EMCAB and Executive Committee recommendations.

THE COUNTY OF WALLA WALLA AGREES AS FOLLOWS:

1. The County shall collect wireline, wireless, and prepaid telephone excise taxes, and any other taxes as provided for by state and/or local law as established by County Ordinance and make them fully available to the City of Walla Walla by the tenth day of the month following the month of receipt, for deposit into the City's designated special revenue fund.

2. The County shall make available to the City all other funds, grants, endowments or gifts of any type received by the County from any source which are to be dedicated to emergency telephone or emergency dispatching services.

3. The County shall cooperate with the City in securing the reimbursement of E911 and related expenses as approved by the State or Federal governments.

USER AGENCIES AGREE AS FOLLOWS:

1. Each user agency shall be responsible for reviewing, renewing and updating all required licenses for the operation of their respective frequencies, and providing a copy to the WESCOM Manager. When necessary to carry out this agreement, license holders will provide written authorization for use of their licensed frequency by WESCOM if WESCOM is not already so licensed. Nothing in this section shall prevent WESCOM and the various users from

providing alternative licensing procedures consistent with Federal Communications Commission rules and according to changing local needs.

2. Each user agency agrees to provide WESCOM with all necessary dispatch information, including procedures, maps, charts, and run cards, and to assist in implementation of these procedures as needed, including assistance with input of computer aided dispatch data. Procedures and run cards are to be approved by WESCOM.

VIII. LIABILITIES/INDEMNIFICATION

Each party to this Agreement and user agency shall be responsible for the wrongful or negligent actions of its employees and this agreement is not intended to diminish or expand such liability. To that end, each party to this Agreement and user agency shall indemnify, hold harmless all other parties and user agencies, their members, officials, agents and employees from and against any losses, claims, damages, demands, actions, causes of action, liability or expenses (including reasonable attorney fees) arising from or out of the wrongful or negligent acts or omissions of its employees, members, agents and officials. Such liability shall be apportioned among the at-fault parties or other at-fault persons or entities in accordance with the laws of the State of Washington. The indemnification provided for in this paragraph shall survive any termination or expiration of this agreement. Nothing herein shall be interpreted to:

a) Waive any defense arising out of RCW Title 41 or liability that is subject to immunity as provided by Chapter 38.52 RCW.

b) Limit the ability of any party hereto to exercise any right, defense, or remedy which a party may have with respect to third parties or other members whose actions or inactions give rise to loss, claim or liability including, but not limited to, an assertion that the member(s) was acting beyond the scope of his or her employment.

IV. DISPUTES BETWEEN PARTIES

Should a dispute arise between the City of Walla Walla and the County, or between the City of Walla Walla or County or any other party to this agreement concerning the terms and conditions of this Agreement or the performance thereof, the parties will attempt to resolve the dispute by discussions of the Executive Committee. If such discussions fail, the parties may resolve the same by submitting the dispute for resolution through mediation. The mediator shall be selected by mutual agreement of the parties and the costs of mediation shall be shared equally between the involved parties.

X. FINANCES

1. All expenses for the operation of the PSAP shall be paid for by the City of Walla Walla, in accordance with their established financial procedures, from those funds that have been provided by the receipt of 9-1-1 taxes, user fees, and any other designated revenue sources.

2. It shall be the responsibility of the Director to prepare an annual budget which will include all necessary and required revenues and expenditures.

3. The parties to this Agreement, on behalf of the PSAP, may accept gifts and donations, within the prescribed guidelines, policies, rules and regulations as specifically allowed by each individual agency and may apply for and receive grants of money or equipment from other agencies and sources. Grant applications shall be prepared under supervision of the Director, or their designee.

XI. USER COST ALLOCATION

Costs for participation in the Center will be based on a formula recommended by EMCAB, accepted by the Executive Committee, and subject to final approval by the Walla Walla City Council. Costs for new agencies joining the Center will be determined by averaging their call volume for the previous three years, multiplied by the current cost per call, and then prorated for the number of months remaining in the calendar year, or, an established minimum amount per year prorated for the number of months remaining in the calendar year, whichever is greater. Any costs related to additional equipment required within the Dispatch Center or WESCOM radio system to accommodate new users to the system shall be borne by the agency joining into the operation for which the changes are required.

XII. PROPERTY AND EQUIPMENT

1. The Parties agree that WESCOM radio system infrastructure is owned and insured by Walla Walla County, in accordance with the 1995 Agreement and the 2004 Amended Agreement; however, funding for this system is a joint responsibility of all of the various public safety agencies, and their respective legislative bodies, that utilize the system within Walla Walla County. Equipment, software, and other capitalized items directly relating to E911 telephone services purchased or upgraded jointly during PSAP implementation shall be purchased by the City, but title to the same shall remain with the County. All property belonging to or purchased for the WESCOM public safety communications system shall remain as property of Walla Walla County.

2. Each party to this agreement shall be responsible for maintaining their own telephone and/or fiberoptic lines into the Center, if any, and shall further be responsible for the maintenance of their radio transmitters, repeaters and related peripheral equipment not owned or leased by WESCOM.

3. E911 equipment shall be in the custody of the City of Walla Walla, but title to the same shall remain with the County. The City of Walla Walla shall be responsible for the maintenance of all such equipment in good repair and adjustment, normal wear and tear excepted. Upon initial receipt of custody of E911 equipment, the City of Walla Walla shall enter it into the County master inventory, describing the equipment fully, including its condition on

receipt. Should either the City of Walla Walla or County withdraw from this agreement, custody of the E911 equipment shall be returned to the County immediately.

4. Other users joining herein may contribute equipment to the PSAP or the WESCOM radio system in accordance to the foregoing. Should another user, upon joining the system, decide to maintain dispatch services or active base stations in addition to or in lieu of services received from the PSAP, it is understood that operational net control remains with the PSAP, absent written agreement to the contrary.

5. In the event of dissolution of the WESCOM system, all public safety radio dispatch equipment, including radio and furniture consoles, backbone infrastructure including microwave relay equipment and transmitters/receivers which are purchased or replaced after the execution of this agreement shall continue to be the property of the County. Users who have signed this agreement may continue to utilize microwave relay equipment and transmitters/receivers and other similar equipment, paying reasonable rental rates to the County based on usage, replacement costs, maintenance and other similar factors. The Parties recognize that the City of Walla Walla would have significant "wind-up" costs in the event of such dissolution. Therefore, in the event of dissolution, the City of Walla Walla may utilize and connect to microwave relay equipment and transmitters/receivers owned by the County for a period of three years without paying rental charges.

XIII. INSURANCE

Walla Walla County shall insure equipment, software, and other capitalized items directly relating to E911 telephone and radio dispatch services purchased or upgraded jointly during PSAP implementation. Each other user agency agrees to maintain adequate insurance on its respective operation, equipment and personnel.

Each party to this agreement must obtain and provide proof of liability insurance with minimum coverage amounts deemed acceptable by the EMCAB board. User agencies' participation in self-insured government risk pool(s) may satisfy the insurance requirement set for above.

XIV. MODIFICATION, WITHDRAWAL, DURATION, AND TERMINATION

1. This Agreement may be modified or terminated by mutual written agreement of the parties.

2. Proposed modifications shall be presented to the Emergency Management and Communications Advisory Board (EMCAB) for review and recommendation, and then forwarded to the Executive Committee for a final recommendation to all parties.

3. Should either the County or the City of Walla Walla choose to withdraw from this Agreement, such action may be done only by legislative act of its governing body,

communicated to the other party in writing. Withdrawal of the County or the City of Walla Walla shall result in a termination of and dissolution of this Agreement. Notice of intent to withdraw must be served upon the clerk of the legislative body of the other party at least 18 months in advance of the termination date, no later than June 30. Such withdrawal and termination shall become effective at 11:59PM on December 31 of the year following the notice and in no case prior to that time.

4. Any Party other than the County or the City of Walla Walla may withdraw from this Agreement by providing a six-month written notice, which shall be effective at 11:59PM on December 31st of the year in which the notice of withdrawal is tendered. Notice shall be delivered to the Director. Such a withdrawal will not trigger a termination of this Agreement for the other parties.

XV. GENERAL TERMS

1. This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of the Agreement.

2. Executed copies of the Agreement shall be filed or posted online as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective.


3. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the Agreement, once recorded as specified in Clause XV (2), shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

4. Each party agrees to aid and assist the other in accomplishing the objectives of this Agreement.

5. By March 30 of each year, or at the request of the Board of Commissioners, the Director shall review with the Board, the terms and conditions of this Agreement.

6. This Agreement shall be binding upon the parties hereto, their successors and assigns.

WALLA WALLA COUNTY


James K. Johnson, Chairman
Board of County Commissioners

Date: May 31, 2016

Approved as to form:


Prosecuting attorney

CITY OF COLLEGE PLACE


Pat Reay, City Administrator

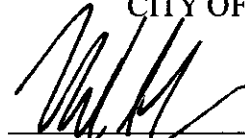
Date: May 23, 2016

Approved as to form:

City Attorney

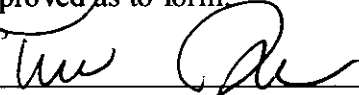


CITY OF WALLA WALLA



Nabeel Shawa, City Manager

Date: 4/18/2016

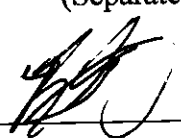
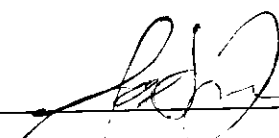
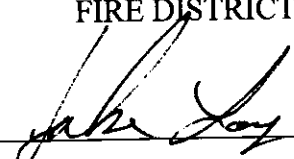
Approved as to form:


City Attorney

UNITED STATES VETERAN'S
ADMINISTRATION HOSPITAL POLICE


By: VA POLICE SERVICE, CHIEF
Its: CHIEF OF POLICE
Date: 5-5-16

<p>WALLA WALLA COUNTY FIRE DISTRICT # 1</p> <p>By: <u>Brent Hopkins</u> Its: <u>Chief</u> Date: <u>6-22-16</u></p>	<p>WALLA WALLA COUNTY FIRE DISTRICT # 6</p> <p>By: <u>Raymond [Signature]</u> Its: <u>CHIEF</u> Date: <u>6-29-2016</u></p>
<p>WALLA WALLA COUNTY FIRE DISTRICT # 3</p> <p>By: <u>[Signature]</u> Its: <u>Commissioner</u> Date: <u>7/1/16</u></p>	<p>WALLA WALLA COUNTY FIRE DISTRICT # 7</p> <p>By: <u>[Signature]</u> Its: <u>CHIEF</u> Date: <u>7/2/16</u></p>
<p>WALLA WALLA COUNTY FIRE DISTRICT # 4</p> <p>By: <u>Emilio Buttner</u> Its: <u>Chairman</u> Date: <u>4-27-14</u></p>	<p>WALLA WALLA COUNTY FIRE DISTRICT # 8</p> <p>By: <u>1 Don Schwerin</u> Its: <u>Commissioner</u> Date: <u>12 May 2016</u></p>

<p>WALLA WALLA COUNTY CORONER (Separate User Agency)¹</p> <p></p> <hr/> <p>By: Richard Greenwood Its: Coroner Date: <u>6-7-16</u></p>	<p>WALLA WALLA COUNTY SHERIFF (Separate User Agency)¹</p> <p></p> <hr/> <p>By: John Turner Its: Sheriff Date: <u>5/12/16</u></p>
<p>COLUMBIA-WALLA WALLA FIRE DISTRICT NO. 2</p> <p></p> <hr/> <p>By: Jake Long Its: Chairman Date: <u>6-28-2016</u></p>	

¹ The Coroner's Office and Sheriff's Office are both representatives of the County; however, for purposes of this Agreement those offices are separate user agencies, while the County's legislative, property management, taxing and finance distribution authority is held by the Board of County Commissioners.