

CENTRAL WASHINGTON LAW ENFORCEMENT REGIONAL NETWORK (CWLERN) TERMINATION AGREEMENT

THIS Agreement is made and entered into by and between the following Participating Jurisdictions:

Benton County
Chelan County
Douglas County
Grant County
Kittitas County
Okanogan County
Yakima County

WITNESSETH:

WHEREAS, in 1993 the County Sheriffs of the aforementioned seven Participating Jurisdictions in Central Washington entered into an interlocal agreement between themselves to formulate and operate a Central Washington Law Enforcement Regional Network, hereinafter "CWLERN", which would enable them to communicate during emergencies; and,

WHEREAS, the County Sheriffs of the aforementioned seven Participating Jurisdictions agree technology advances and other options for emergency communication have made CWLERN redundant and unnecessary; and,

WHEREAS, the County Sheriffs of the aforementioned seven counties agree the money used to maintain CWLERN would be more effective if said funds were used for other public-safety needs; and,

WHEREAS, the governing bodies of above-mentioned Participating Jurisdictions concur with the termination of the 1993 Interlocal Agreement; and,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, and for other good and valuable consideration, the Participating Jurisdictions hereto agree as follows:

1. DURATION. This Agreement shall commence only on the date when the Agreement is executed by all seven Participating Jurisdictions and shall continue until terminated as provided herein.
2. DUTIES SPECIFIC TO CHELAN COUNTY.
 - 2.1 Chelan County will arrange to remove the existing CWLERN repeaters and related equipment at the CWLERN Mission Ridge radio site and will decommission the CWLERN radio site.

- 2.2 Chelan County will return the CWLERN repeaters and related equipment to RiverCom, the Agency which purchased the repeaters and equipment with Federal grant funding. Chelan County shall not be responsible for any damage or wear and tear caused to or incurred by repeaters and related equipment during the lease or removal process.
- 2.3 Chelan County, as site lessor for the CWLERN radio site on Mission Ridge, shall bring the account current and make the final payment to the current site owner, Cherry Creek Radio.
- 2.4 Chelan County will take formal action to terminate the site lease agreement with Cherry Creek Radio.

3. DUTIES SPECIFIC TO YAKIMA COUNTY.

- 3.1 Under the terms of the 1993 Interlocal Agreement, Yakima County agreed to receive funds from the seven participating jurisdictions and to expend said funds for no other purposes other than to operate, maintain and replace equipment for the CWLERN radio site on Mission Ridge.
- 3.2 Yakima County, upon receipt of an invoice with supporting documentation, shall reimburse Chelan County for:
 - 3.2.1 Expenses incurred by Chelan County to decommission the CWLERN radio site on Mission Ridge.
 - 3.2.2 Payment made by Chelan County to Cherry Creek Radio for outstanding site rent for the CWLERN radio site on Mission Ridge currently owned by Cherry Creek Radio.
- 3.3 After Chelan County expenses and any other outstanding obligations for the CWLERN radio site at Mission Ridge have been paid, Yakima County shall disburse the remaining operating/equipment replacement fund(s) equally among the seven Participating Jurisdictions.
- 3.4 Once Yakima County has distributed the remaining funds per Section 3.3 above and the checks from all seven participating jurisdictions have cleared, Yakima County may close or abandon the fund it created for CWLERN according to its internal policies.

4. TERMINATION. After Chelan County has complied with the terms of Section 2 and Yakima County has complied with the terms of Section 3, this Agreement shall be considered fulfilled and shall terminate.

5. PRIOR AGREEMENTS. This Agreement contains all the terms and conditions agreed upon by the parties and cancels all previous terms, conditions and/or Interlocal Agreements between the Participating Jurisdictions regarding

CWLERN. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

6. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Kittitas County:	Kittitas County Sheriff's Office 307 W. Umptanum Road Ellensburg, WA 98926
Primary Contact Person:	Undersheriff Clayton Myers
Yakima County:	Yakima County Sheriff's Office 1822 S. 1 st Street P.O. Box 1388 Yakima, WA 98907
Primary Contact Person:	Sheriff Ken Irwin
Chelan County:	Chelan County Sheriff's Office 401 Washington St, Lower Level 1 Wenatchee, WA 98801
Primary Contact Person:	Sheriff Brian K. Burnett
Okanogan County:	Okanogan County Sheriff's Office 123 5 th Ave. Okanogan, WA 98840
Primary Contact Person:	Sheriff Frank Rogers
Douglas County:	Douglas County Sheriff's Office 110 NE 2 nd Street, Suite 200 East Wenatchee, WA 98802
Primary Contact Person:	Sheriff Harvey Gjesdal
Grant County:	Grant County Sheriff's Office 35 C Street NW-PO Box 37 Ephrata, WA 98823
Primary Contact Person:	Sheriff Thomas Jones
Benton County:	Benton County Sheriff's Office 7122 W. Okanogan Pl., Bldg. A Kennewick, WA 99336
Primary Contact Person:	Sheriff Steve Keane

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

7. HOLD HARMLESS AND INDEMNIFICATION. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or

omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other parties harmless from any liability arising out of its negligence.

8. GENERAL PROVISIONS.

- 8.1 Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not effect the remaining provisions.
- 8.2 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be consistent with RCW 36.01.050.
- 8.3 Waiver or Excuse. The waiver or excuse of any provision of this Agreement must be in writing, signed by an authorized representative(s) of said waiving party, and shall not operate nor be construed as a waiver of any terms except as expressly state herein.
- 8.4 Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- 8.5 Filing. This Agreement shall be filed with each County's Auditor's Office or, alternatively, listed by subject on a party's web site or other electronically retrievable public source, pursuant to RCW 39.34.040.
- 8.6 Property. Unless otherwise specifically agreed by the parties in writing or expressly provided in this Agreement, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.
- 8.7 Headings. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.
- 8.8 Assignment and Subcontracting. No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of all parties.

8.9 No Entity Created. No new or separate legal or administrative entity is created by this Agreement.

9. IMPROPER INFLUENCE. Each party agrees, warrants and represents that it did not and will not employ, retain or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining or extending this Agreement. Each party agrees, warrants and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining or extending services or work under this agreement.
10. CONFLICT OF INTEREST. The elected and appointed officials and employees of the parties shall not perform any service or work under this agreement if he/she has any personal interest, direct or indirect, which gives rise to a conflict of interest.
11. INTERPRETATION. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.
12. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of any party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.
13. COUNTERPART ORIGINALS. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original shall be delivered to each party upon that party's execution of a counterpart original.

IN WITNESS WHEREOF, the Participating Jurisdictions have caused this Agreement to be executed on the day and year set forth. Signed Hereupon:

COUNTY OF YAKIMA

Dated this ____ day of _____, 2013.

BOARD OF YAKIMA COUNTY COMMISSIONERS

Michael D. Leita, Chairman

J. Rand Elliott, Commissioner

Kevin J. Bouchey, Commissioner

ATTEST:

Tiera L. Girard, Clerk of the Board

Ken Irwin, Sheriff

APPROVED AS TO FORM ONLY:

Terry Austin, Legal Counsel

COUNTY OF KITTITAS

Dated this ____ day of _____, 2013.

BOARD OF KITTITAS COUNTY COMMISSIONERS


Obie O'Brien, Chairman

Paul Jewell, Vice Chair

Gary Berndt, Commissioner

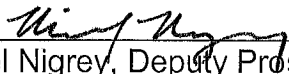
ATTEST:

Julie Kjorsvik, Clerk of the Board



Gene Dana, Sheriff

APPROVED AS TO FORM ONLY:



Michael Nigrey, Deputy Prosecuting Attorney

COUNTY OF CHELAN

Dated this ____ day of _____, 2013.

BOARD OF CHELAN COUNTY COMMISSIONERS

Keith Goehner, Chairman

Doug England, Commissioner

Ron Walter, Commissioner

ATTEST:

Carlye Dunning, Clerk of the Board

Brian K. Burnett, Sheriff

APPROVED AS TO FORM ONLY:

Deputy Prosecuting Attorney

COUNTY OF OKANOGAN

Dated this ____ day of _____, 2013.

BOARD OF OKANOGAN COUNTY COMMISSIONERS

Jim DeTro, Chair

Sheilah Kennedy, Vice Chair

Ray Campbell, Commissioner

ATTEST:

Laleña "Lanie" Johns, Clerk of the Board

Frank Rogers, Sheriff

APPROVED AS TO FORM ONLY:

Steve Bozarth, Deputy Prosecuting Attorney

COUNTY OF DOUGLAS

Dated this ____ day of _____, 2013.

BOARD OF DOUGLAS COUNTY COMMISSIONERS

Steve Jenkins, Chair

Ken Stanton, Vice Chair

Dale Snyder, Member

ATTEST:

Dayna Prewitt, Clerk of the Board

Harvey Gjesdal, Sheriff

APPROVED AS TO FORM ONLY:

Deputy Prosecuting Attorney

COUNTY OF GRANT

Dated this ____ day of _____, 2013.

BOARD OF GRANT COUNTY COMMISSIONERS

Cindy Carter, Chair

Carolann Swartz, Vice Chair

Richard Stevens, Commissioner

ATTEST:

Barbara J. Vasquez, Clerk of the Board

Thomas Jones, Sheriff

APPROVED AS TO FORM ONLY:

Lee Pence, Civil Deputy Prosecuting Attorney

COUNTY OF BENTON

Dated this ____ day of _____, 2013.

BOARD OF BENTON COUNTY COMMISSIONERS

Shon Small, Chairman

Jerome Delvin, Chair Pro Tem

James Beaver, Commissioner

ATTEST:

Cami McKenzie, Clerk of the Board

Steve Keane, Sheriff

APPROVED AS TO FORM ONLY:

Ryan Brown, Deputy Prosecuting Attorney