

## **A G R E E M E N T**

**THIS AGREEMENT** (“Agreement”) is made and entered into by and between the **WALLA WALLA COUNTY SHERIFF’S OFFICE** (the “Sheriff”), and the **PORT OF WALLA WALLA** (the “Port”),

### **W I T N E S S E T H:**

**WHEREAS**, Kenneth W. Clayton (hereinafter “Mr. Clayton”) is an employee of the Port and holds the job title of Security Coordinator at the Walla Walla Regional Airport, and

**WHEREAS**, Mr. Clayton is also a Reserve Deputy with the Walla Walla County Sheriff’s Office, and

**WHEREAS**, the Port is requesting that the Walla Walla County Sheriff (hereinafter the “Sheriff”) grant Mr. Clayton a special peace officer commission pursuant to RCW 10.93.020 with the power to enforce all criminal laws of the state of Washington limited solely to the time while Mr. Clayton is serving in his official capacity as the uniformed Security Coordinator and solely within the Walla Walla Regional Airport Terminal Building and immediate surrounding area, and upon the commercial air service aviation ramp, and

**WHEREAS**, the Sheriff has the legal authority to grant said limited special commission with the power to enforce all criminal laws of the state of Washington per RCW 10.93.020, and

**WHEREAS**, the parties desire to memorialize the Agreement between the parties regarding said provisions, and

**WHEREAS**, the parties previously entered into an Agreement in 2017, the (2017 Agreement) which expired on January 1, 2018, and

**WHEREAS**, the parties wish to enter into this similar agreement until December 31, 2022, and

**WHEREAS**, the parties wish for the effective date of this agreement to relate back to January 1, 2018.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES  
HEREIN CONTAINED AND OTHER GOOD AND VAUABLE CONSIDERATION, THE  
PARTIES AGREE AS FOLLOWS:**

1. Term. The effective date of this Agreement shall be January 1, 2018, and shall continue in effect through December 31, 2022, terminating at 2359 hours on December 31, 2022, unless otherwise terminated earlier per Section 8 of this Agreement.

2. Granting of Limited Special Commission. The Walla Walla County Sheriff granted Mr. Clayton on or before September 1, 2016, a limited special commission with the power to enforce all criminal laws of the state of Washington per RCW 10.93.020. This special commission shall be limited to Mr. Clayton's performance of his duties while Mr. Clayton is serving in his official capacity as the uniformed Security Coordinator and solely within the Walla Walla Regional Airport Terminal Building and immediate surrounding area, and upon the commercial air service aviation ramp. It is the intention of the parties that Mr. Clayton will be defined as a specially commissioned peace officer at the Walla Walla Regional Airport (ALW) during airport operating hours and to provide law enforcement response at the Walla Walla Regional Airport Terminal Building, including the security passenger-screening checkpoints, in keeping with requirements provided by the Transportation Security Administration (TSA) in accordance with the current Security Directive 1542-01-07 (series), or other regulations and documents regarding law enforcement services.

3. Port Training Contribution. In consideration of the benefits to the Port from having sheriff deputies continuously trained to carry out their duties in a professional manner, the Port will make an annual contribution of \$12,000 to the sheriff's office each year during the term of this Agreement. The Port will make quarterly payments of \$3,000 during each calendar

year. It shall be the sole discretion of the County Sheriff to determine the best use of said funds for training.

4. Insurance. The Port shall maintain and carry liability insurance including false arrest and coverage for acts or events occurring during the term of this Agreement, while Mr. Clayton is performing his duties as a limited specially commissioned peace officer at the Walla Walla Regional Airport terminal building, immediate surrounding area, and commercial air service aviation ramp.

The Port shall have and maintain Commercial General Liability insurance with minimum limits of \$2,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense, and shall provide a certificate of that coverage to the County.

5. Equipment and Resources. All equipment, supplies, vehicles, uniforms and clothing and materials required by Mr. Clayton in the fulfillment of this Agreement shall be provided by the Port and shall remain the property of the Port, with the exception of County Sheriff's Office issued weapon(s), Taser, protective vest, and other equipment issued to Mr. Clayton as a Reserve Deputy. This reserve deputy equipment shall be issued and inventoried as part of the Reserve Program, and shall be returned to the County in the event Mr. Clayton does not maintain Reserve Deputy requirements.

6. Liability. The Port shall assume liability for, indemnify, defend and hold the County harmless from all costs or damages for injury to persons or property caused by the negligence, misconduct or other fault of Mr. Clayton while performing his duties as a limited commissioned officer at the Walla Walla Regional Airport terminal building and commercial air service aviation ramp.

7. Subordination. This Agreement is subject to the contents of, revisions to or changes in the mandates set forth in the TSA Agreement between the U.S. Government and the

Port, a copy of which is incorporated herein by reference. Any changes or additions will be made a part of this Agreement by addendum after mutual agreement by the parties.

8. Termination. The parties may mutually terminate this Agreement at any time. Either party may unilaterally terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminating party (other than payment of amounts due and owing and performance of obligations accrued, in each on or prior to the termination date) by giving the other party at least ninety (90) days prior written notice of termination. Should Mr. Clayton cease to be employed by the Port or fail to maintain his Reserve Deputy requirements, this Agreement shall terminate at 2359 hours on the last day of Mr. Clayton's employment with the Port or at 2359 hours upon the day that Mr. Clayton is deemed unqualified to serve as a Reserve Deputy, unless otherwise agreed by the Parties.

9. Severability. If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10. Assignment. Neither party to this Agreement shall be permitted to assign its rights or obligations herein without the advance and express written consent of the other parties.

11. Applicable Law; Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be in a court of competent jurisdiction in Walla Walla County, Washington.

12. Authority. Each of the undersigned hereby represents and warrants to the other parties that they have the authority to execute and carry out the terms of this Agreement.

13. No Waiver. No failure of the County, Sheriff, or the Port to insist on the strictest performance of any term of this Agreement shall constitute a waiver of any such term or an abandonment of this Agreement.

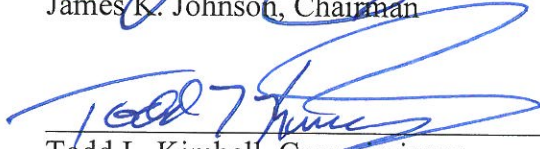
14. Entire Agreement. This Agreement constitutes the complete agreement among the parties hereto with respect to the subject matter herein and supersedes all prior agreements, contracts and understandings, written and oral.

No modification, amendment or termination of this Agreement shall be valid and effective unless evidenced by an Agreement in writing, signed by both parties.

**IN WITNESS WHEREOF THE PARTIES HAVE** caused this Agreement to be executed on the 30<sup>th</sup> day of April, 2018.

**COUNTY OF WALLA WALLA**


  
James K. Johnson, Chairman

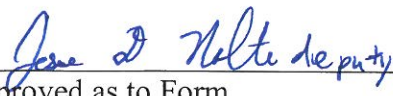
  
Todd L. Kimball, Commissioner

  
James L. Duncan, Commissioner


**Approved and Authorized:**

**WALLA WALLA COUNTY SHERIFF**

  
John A. Turner, Sheriff

  
Approved as to Form  
James L. Nagle, Walla Walla County  
Prosecuting Attorney

**PORT OF WALLA WALLA  
WALLA WALLA REGIONAL AIRPORT**

  
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Approved as to Form  
Jared Hawkins, Port Counsel

  
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Patrick H. Reay, Executive Director