

April 5, 2022

Mr. Shawn Sant
1016 N. 4th Ave
Pasco, WA 99301

Clint Didier
Chair, Franklin County Commission
1016 N. 4th Ave
Pasco, WA 99301

Mr. Craig Erdman
Public Works Director
Franklin County
3416 N. Stearman Ave.
Pasco, WA 99301

RE: Claim regarding County Vehicle Damaged in County Parking Lot
Request for Indemnification and Defense per Franklin County Code 2.04.030

Dear Prosecutor Sant and Commissioner Didier:

I am writing to you in response to an invoice/claim I just received from the Public Works Department regarding a County Coroner's utility truck that had been repaired as a result of an incident that occurred in the secure gated parking lot of the Franklin County Courthouse last September 2021. Attached to this letter as Exhibits are the applicable code, the invoice, the request for defense, and relevant pictures. I am sending the application to the PA and the Commissioners at the same time as the County Prosecutor's action and discussion's revealed that he is fully informed and advising people and departments related to this request. I expect this to be denied. This matter needs to be discussed and resolved.

On September 27, 2021, I was leaving the courthouse at around 5:00. There was a driving rainstorm at the time and as I was backing up I did not see the Coroner's utility truck parked in the access lane (not a parking spot) (photo) essentially blocking my ability to back up. I did not expect the utility truck to be parked there because it is an access lane for the parking spots that are against the courthouse building. As I was backing up my right rear bumper made contact with the rear corner of the truck under the tail light (photo).

I nor the Coroner had ever been through this process. The situation was mishandled and manipulated from the outset. We spoke several times coordinating what should happen and the process. Sometime later Curtis, the Coroner, presented me with 3 private sector bids he said he was told to get. I then spoke with Deputy Prosecutor Jennifer Johnson was questioned and then told I owed the money to turn it into my insurance unless Public Works had more to say. So, I later spoke with Public Works Director, Matt Mahoney saying I wanted to know how this is

normally treated and to make sure it was handled by process and past practice so that I was not singled out. In my discussion with Mr. Mahoney, I was told that the situation was mishandled by the shop because of who was involved. The guys got nervous because it involved two elected, so the Coroner went to the PA's Civil Deputy. In my initial conversation with Mr. Mahoney he chuckled at the bids I had in my hand and said it is never appropriate to have the driver of a county vehicle get private sector bids on behalf of County-owned property. That is not policy and was bad advice. It was additionally stated that it was PW decision to manage the fleet and they decided who and what got repaired and how. He said if it was minor or cosmetic damage they may not and don't always repair it. Saying if it did get repaired they do everything they can to do it in-house, the private sector is too expensive. He said I did not need to do anything further. In late January I called, after his departure announcement, to congratulate him and check on two items we were working on, he again reassured me he would meet with the interim and update him, but it was handled.

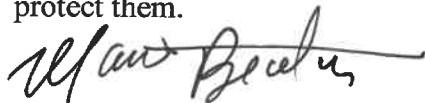
Now, almost seven months later, I received a claim in the mail for over \$5,000 for the repair of the damage in the photo exhibits of the County Coroner's utility truck to reimburse the ER&R fund. Attached is a copy of the claim. I object to the County sending me a claim for the repair of this utility truck for several reasons. First, after Public Works (PW) initially mishandled the management of the situation, the PA's office didn't send the Coroner back to Public Works as should have happened but told him to get private sector bids and give them to me contrary to procedure. And if that wasn't unusual enough, after sending me to PW, the PA's office engaged and influenced the resolution Mr. Mahoney conveyed. They ultimately crafted what appears to be a first and one of a kind handling of while unfortunate but not unusual claims to repair damages from mishaps that involve people acting on behalf of the county and county equipment

Second, in my position at Franklin County, I am specifically covered by Franklin County for my acts or omissions while acting in good faith and within the scope of my official duties per Franklin County Code 2.04.030 and 2.04.050. As I am a salaried Official of the County (not hourly subject to a CBA or FLSA) hence I can and my job description requires me to work as many hours as is needed to perform the various duties of the position. Several of those job duties involve work after traditional office hours of 9:00 to 5:00, including public appearances, being available to talk to the press, and being available to staff who are working after hours. On this occasion, I hadn't even left the secured parking lot of the courthouse. It is ludicrous to argue that I was somehow, "off the clock" when this occurred. My acts or omission on this occasion clearly occurred within the scope of my work for the County, as such, the minimal damage to the Coroner's utility truck should be covered by the ER&R fund and was deemed so until PA got involved.

Third, even if for the sake of argument this occurred between two private individuals, a court would apportion fault under these facts and find that the Coroner's employee was partially at fault for the incident. The secured parking area for the courthouse is small leaving not a lot of room to maneuver. The access lane where the Coroner's utility truck was parked is set aside so that vehicles parked against the building can exit the lot. By parking in that access lane, the Coroner's employee effectively blocked my ability to safely back out of my spot. Clearly I am not 100% at fault for the damage to the utility truck.

Fourth, I believe I have been misled by County staff to my detriment. When I spoke with Deputy Prosecutor Jennifer Johnson, at a minimum as an Officer of the Court, she should have been told me she intended to take a position contrary to my defense and would work to influence and advise all people and departments involved to that end. And as the unrepresented person, she failed to inform me I should get my own lawyer. Further, she failed to provide to inform me of the code provision that proved all county officers and employees of indemnification and defense. Further, when I spoke with the Public Works Director, I was told this was so minor that it would be handled internally and that I did not need to take any further action. Based upon those misrepresentations, I did not submit this to my insurance nor did I seek my own lawyer. When I checked with the knowledgeable staff, I was told that they have never ever sent a claim for reimbursement to the ER&R fund to any County employee or official. This intentionally delayed claim has wrongfully put me at a disadvantage.

Based upon the foregoing, I am requesting that the County take action today and vote to either withdraw this claim and confirm, in writing, that they will not pursue collection, or provide funding for my legal defense of this claim. Anything short of either resolution is unethical and jeopardizes the confidence that people covered under chapter 2.04 have in Franklin County to protect them.

A handwritten signature in black ink, appearing to read "Matt Beaton", with a stylized flourish at the end.

Matt Beaton
Franklin County Auditor

- **Chapter 2.04 - INDEMNIFICATION OF OFFICERS AND EMPLOYEES⁽¹⁾**

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Footnotes:

-- (1) --

Editor's note— Ord. No. [2-2015](#), adopted Jan. 21, 2015, repealed Ch. 2.04, §§ 2.04.010—2.04.070, and enacted a new chapter as set out herein. Former Ch. 2.04 pertained to similar subject matter and derived from Ord. 27-2002 (part), adopted in 2002.

- **2.04.010 - Purpose.**

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The purpose of this chapter is to provide for the legal and financial protection of the county officers, employees, and their marital communities from personal liability for acts or omissions by such officers and employees, while acting in good faith and within the scope of their official county duties in compliance with RCW 4.96.041.

(Ord. No. [2-2015](#), 1-21-2015)

- **2.04.020 - Definitions.**

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The following terms, as used in this chapter, shall mean:

Franklin County "officer" or "employee" as used in this chapter shall include all past and present employees, elected and appointed officials and volunteers, whether or not compensated, while acting in their official capacity or for Franklin County or on its behalf, including but not limited to; all commissions, agencies, districts, authorities, boards (including the governing board) or similar entities which operate under Franklin County's supervision or control.

(Ord. No. [2-2015](#), 1-21-2015)

- **2.04.030 - Request for defense.**

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Whenever an action for damages is brought against a county officer or employee, said officer or employee may make a written request to the prosecuting attorney's office for defense by the county on such form as is attached [at the end of this chapter] as exhibit A and which may be obtained from county department head or officials.

(Ord. No. [2-2015](#), 1-21-2015)

- **2.04.040 - Determination to defend.**

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The county will provide for the defense of the county officer or employee if the action arose from the acts or omissions while acting in good faith and within the scope of their official county duties. This determination shall be made by the Franklin County Prosecutor in writing and sent to the county officer or employee. If the request has been denied, the officer or employee shall have five days from the date of the Franklin County Prosecutor's determination to file a written appeal with the board of county commissioners.

(Ord. No. [2-2015](#), 1-21-2015)

- **2.04.050 - Expenses covered.**

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Upon the granting of the request, the county will defend the action and pay any judgment for nonpunitive damages against the officer or employee. The county will not pay the costs of an attorney retained by the county officer or employee unless specifically approved by the board of county commissioners and prosecuting attorney. Judgments for punitive damages may only be paid by the county only if specifically authorized by the board of commissioners.

(Ord. No. [2-2015](#), 1-21-2015)

- **2.04.060 - Withdrawal of defense.**

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If at any time during defense of an action authorized under this chapter, the county officer or employee fails to cooperate with the prosecuting attorney's office or other attorney retained by the county, or new evidence indicates that the county office or employee was not acting either in good faith or within the scope of that person's official county duties, the prosecuting attorney's office may withdraw the county's defense in writing. The county officer or employee may appeal this decision in writing to the board of county commissioners within five days from the date of the withdrawal by the prosecuting attorney's office.

(Ord. No. [2-2015](#), 1-21-2015)

- **2.04.070 - Duties of county officer or employee.**

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Except as specifically directed by the prosecuting attorney's office or other attorney representing the county, no county agency and no county officer or employee may engage in any of the following acts with respect to actions or proceedings for damages defended pursuant to this chapter.

1.

Negotiate or otherwise affect the settlement of such action or proceedings for damages against the county;

2.

Make an admission of liability involving such an action or proceeding with persons against the county;

3.

Discuss with persons, who are not county employees, incidents which could reasonably lead to actions or proceedings for damages against the county or its officers and employees.

(Ord. No. [2-2015](#), 1-21-2015)



**FRANKLIN COUNTY PUBLIC WORKS
MOTOR VEHICLE DIVISION**

3416 STEARMAN AVENUE
PASCO, WA 99301
PHONE: (509) 545-3514 FAX: (509) 545-2133

To:

Matt L Beaton
9816 W. Court St.
Pasco, WA 99301

Date: 03/22/2022

Customer No: V000164

Invoice No: 005034

Total Due: \$5,685.78

Page # 1 of 1

Vehicle Repair LT-1013

Description	Quantity	Unit Cost	Unit of Measure	Total Cost
Repair Order - Outside Repairs	1	5,685.78		5,685.78

Prepared by: TA

TERMS: Due upon receipt

Please Remit to Motor Vehicle Fund #V000661

FRANKLIN COUNTY PUBLIC WORKS

MOTOR VEHICLE DIVISION

3416 STEARMAN AVENUE
PASCO, WA 99301
PHONE: (509) 545-3514 FAX: (509) 545-2133

Matt L Beaton

Customer No: V000164

Invoice No: 005034

TOTAL DUE \$5,685.78

Amount of remittance:

Vehicle Repair Order Form

 RO18851	
Vehicle No LT-1013	Project No

Repair Order RO18851	Vehicle No LT-1013
Date In 02/17/2022	Date Out 02/23/2022
Contact Phone	Assigned To SNYDER, GREGORY S.
Category Year Make Model License No Serial No Odometer Meter Hours	POOL VEHICLES 2019 FORD F-150 C6131C 1FTEX1E50KKD84316 34500

INSTRUCTIONS:

Instructions: Notes / Work Performed
 Coroner request repair collision damage
 A - Jacks Collision repaired Vehicle.
 Should be billed to Matt Beaton, per Matt Mahoney

PARTS:

Date	Type	Item	Description	Vendor	Activity	Qty	Unit Cost	Total Cost	Maint Codes
02/04/2022	NON-STOCK		RO18851 R PickupBed	A-JACKS	AUTO SERVICES AND	1.00	1386.6300	1386.63	
02/04/2022	NON-STOCK		RO18851 Replace & Paint	A-JACKS	AUTO SERVICES AND	20.20	76.9400	1554.25	
02/04/2022	NON-STOCK		RO18851 Bed Rear	A-JACKS	AUTO SERVICES AND	1.00	144.0200	144.02	
02/04/2022	NON-STOCK		RO18851 Replace & Paint	A-JACKS	AUTO SERVICES AND	6.20	76.9400	477.05	
02/04/2022	NON-STOCK		RO18851 Bed Decal	A-JACKS	AUTO SERVICES AND	1.00	69.6600	69.66	
02/04/2022	NON-STOCK		RO18851 Replace	A-JACKS	AUTO SERVICES AND	0.20	76.9500	15.39	
02/04/2022	NON-STOCK		RO18851 R Rear Combo	A-JACKS	AUTO SERVICES AND	1.00	153.5000	153.50	
02/04/2022	NON-STOCK		RO18851 Rear Bumper	A-JACKS	AUTO SERVICES AND	1.00	165.4200	165.42	
02/04/2022	NON-STOCK		RO18851 Replace Rear	A-JACKS	AUTO SERVICES AND	0.60	76.9400	46.16	
02/04/2022	NON-STOCK		RO18851 Rear Bumper	A-JACKS	AUTO SERVICES AND	1.00	583.4100	583.41	
02/04/2022	NON-STOCK		RO18851 R & I Camper	A-JACKS	AUTO SERVICES AND	2.00	76.9400	153.89	
02/04/2022	NON-STOCK		RO18851 Specialized	A-JACKS	AUTO SERVICES AND	1.00	200.6000	200.60	
02/04/2022	NON-STOCK		RO18851 Structural	A-JACKS	AUTO SERVICES AND	1.00	85.0900	85.09	
02/04/2022	NON-STOCK		RO18851 Parts &	A-JACKS	AUTO SERVICES AND	1.00	169.2800	169.28	
02/04/2022	NON-STOCK		RO18851 Paint &	A-JACKS	AUTO SERVICES AND	1.00	481.4300	481.43	

TOTALS:	Labor 0.00	Overhead 0.00	Stock 0.00	Non-Stock 0.00	Tires 0.00	Outside 5685.78	Equip Usage 0.00	Misc 0.00	TOTAL 5685.78
	Labor Hours 0.00	Fees 0.00	Admin Surchg 0.00	Sales Tax 0.00					

Vehicle Repair Order Form

Repair Order RO18851 Vehicle No LT-1013 Project No	 RO18851  LT-1013
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Priority Vehicle No Category Year Make Model License No Serial No Odometer Meter Hours	LT-1013 POOL VEHICLES 2019 FORD F-150 C6131C 1FTEX1E50KKD84316 34500
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Franklin County
 Department of Public Works
 Date In | 02/17/2022
 Date Out | 02/23/2022
 Contact |
 Phone |
 Assigned To | SNY200 SNYDER, GREGORY S.

INSTRUCTIONS:

Instructions: Notes / Work Performed
 Coroner request repair collision damage
 A - Jackie Collision repaired Vehicle.
 Should be billed to Matt Beaton, per Matt Mahoney

PARTS:

Date	Type	Item	Description	Vendor	Activity	Qty	Unit Cost	Total Cost	Maint Codes
02/04/2022	NON-STOCK		RO18851 R PickupBed	A-JACKS AUTO SERVICES AND	5483000	1.00	1272.1400	1272.14	
02/04/2022	NON-STOCK		RO18851 Replace & Paint	A-JACKS AUTO SERVICES AND	5483000	20.20	70.5901	1425.92	
02/04/2022	NON-STOCK		RO18851 Bed Rear	A-JACKS AUTO SERVICES AND	5483000	1.00	132.1300	132.13	
02/04/2022	NON-STOCK		RO18851 Replace & Paint	A-JACKS AUTO SERVICES AND	5483000	6.20	70.5903	437.66	
02/04/2022	NON-STOCK		RO18851 Bed Decal	A-JACKS AUTO SERVICES AND	5483000	1.00	63.9100	63.91	
02/04/2022	NON-STOCK		RO18851 Replace	A-JACKS AUTO SERVICES AND	5483000	0.20	70.6000	14.12	
02/04/2022	NON-STOCK		RO18851 R Rear Combo	A-JACKS AUTO SERVICES AND	5483000	1.00	140.8300	140.83	
02/04/2022	NON-STOCK		RO18851 Rear Bumper	A-JACKS AUTO SERVICES AND	5483000	1.00	151.7600	151.76	
02/04/2022	NON-STOCK		RO18851 Replace Rear	A-JACKS AUTO SERVICES AND	5483000	0.60	70.5833	42.35	
02/04/2022	NON-STOCK		RO18851 Rear Bumper	A-JACKS AUTO SERVICES AND	5483000	1.00	535.2400	535.24	
02/04/2022	NON-STOCK		RO18851 R & I Camper	A-JACKS AUTO SERVICES AND	5483000	2.00	70.5900	141.18	
02/04/2022	NON-STOCK		RO18851 Specialized	A-JACKS AUTO SERVICES AND	5483000	1.00	184.0400	184.04	
02/04/2022	NON-STOCK		RO18851 Structural	A-JACKS AUTO SERVICES AND	5483000	1.00	78.0600	78.06	
02/04/2022	NON-STOCK		RO18851 Parts &	A-JACKS AUTO SERVICES AND	5483000	1.00	155.3000	155.30	
02/04/2022	NON-STOCK		RO18851 Paint &	A-JACKS AUTO SERVICES AND	5483000	1.00	441.6800	441.68	

TOTALS:	Labor 0.00	Overhead 0.00	Stock 0.00	Non-Stock 0.00	Tires 0.00	Outside 5216.32	Equip Usage 0.00	Misc 0.00	TOTAL 5216.32
	Labor Hours 0.00	Fees 0.00	Admin Surchg 0.00	Sales Tax 0.00					

REQUEST FOR DEFENSE OF OFFICERS AND EMPLOYEES OF FRANKLIN COUNTY

NAME OF CASE: Vehicle Repair LT-1013

COURT: N/A CAUSE NUMBER: N/A

EMPLOYEE/OFFICER REQUESTING DEFENSE: Matt Beaton

SPOUSE (IF NAMED) DEFENDANT: _____

COMPLAINT - ATTACH COPIES OF ALL DOCUMENTS RECEIVED.

DATE COMPLAINT WAS RECEIVED: 3/22/2022

FROM WHOM RECEIVED: Franklin Co. Public Works

REQUEST FOR DEFENSE:

PURSUANT TO FRANKLIN COUNTY ORDINANCE NUMBER _____ ON
BEHALF OF MYSELF (AND MY SPOUSE IF LISTED ABOVE), I AM REQUESTING
THAT FRANKLIN COUNTY PROVIDE FOR MY DEFENSE AT COUNTY EXPENSE.

I UNDERSTAND AND AGREE THAT IF AT ANY TIME I FAIL TO COOPERATE WITH
THE PROSECUTING ATTORNEY'S OFFICE OR OTHER ATTORNEY RETAINED BY
THE COUNTY OR, IF EVIDENCE INDICATES THAT I WAS NOT ACTING EITHER IN
GOOD FAITH OR WITHIN THE SCOPE OF MY OFFICIAL COUNTY DUTIES, THE
COUNTY MAY WITHDRAW ITS DEFENSE IN WRITING. I FURTHER UNDERSTAND
AND AGREE THAT I MAY NOT ENGAGE IN ANY OF THE FOLLOWING ACTS
REGARDING THIS CASE UNLESS SPECIFICALLY AUTHORIZED BY THE
PROSECUTING ATTORNEY'S OFFICE OF OTHER AGENCY REPRESENTING ME ON
BEHALF OF THE COUNTY:

- (1) NEGOTIATE OR OTHERWISE AFFECT THE SETTLEMENT OF THE CASE;
- (2) MAKE AN ADMISSION OF LIABILITY;
- (3) DISCUSS THE CASE WITH PERSONS WHO ARE NOT COUNTY EMPLOYEES.

April 06, 2022 Matt Beaton
DATE EMPLOYEE/OFFICER REQUESTING DEFENSE

FRANKLIN COUNTY PROSECUTOR'S DETERMINATION:

☐ APPROVED: _____ DATE: _____
☐ DENIED: _____ DATE: _____

CONDITIONS AND COMMENTS: _____

THIS DECISION MAY BE APPEALED IN WRITING TO THE BOARD OF COUNTY COMMISSIONERS
WITHIN FIVE DAYS FROM THE DATE OF THE PROSECUTING ATTORNEY'S DETERMINATION.

Complete this form and submit it to:

Franklin County Prosecuting Attorney's Office
Civil Division
1016 North Fourth Avenue
Pasco, Washington 99301



