

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for April 5, 2006

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Neva J. Corkrum, Chairman; Bob Koch, Chair Pro Tem; and Frank H. Brock, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board.

**OFFICE BUSINESS**

Secretary Patricia Shults met with the Board.

Consent Agenda

**Motion** - Mr. Brock: I move for approval of the consent agenda as follows:

1. Approval for *Change of Status* for Antonette Fulton for a merit increase, from Grade 33, Step 4 to Grade 33 Step 6, effective April 1, 2006. (Exhibit 1)
2. Approval of **Resolution 2006-186** for an intra budget transfer in the amount of \$1,500 within the Information Services Budget, #001-000-350, from line item 518.80.42.0001 (Telephone) to line item 518.80.10.0040 (Adm. Secretary). (Exhibit 2)
3. Approval to submit a letter to the City of Pasco Code Enforcement Officer requesting assistance in resolving a weekly situation with garbage scattered every weekend in the Annex east and west parking lots. (Exhibit 3)
4. Approval of *Out-of-State Travel Request* for Kay Hendrickson and Lauri Sherfey to attend the 2006 Pacific Northwest (PNW) Professional Development Conference in Boise, Idaho, May 1-3, 2006, for an estimated expense of \$120 each. (Exhibit 4)

Second by Mr. Koch. 3:0 vote in favor.

Vouchers/Warrants

**Motion** – Mr. Koch: I move we accept expenditures for \$5604.00: Current Expense warrants 50255 through 50287 for \$4324.34; Crime Victims warrant 342 for \$120.56; Courthouse Facilitator warrant 57 for \$375.00; and TRAC warrant 9277 for \$784.10.

Second by Mr. Brock. 3:0 vote in favor. (Exhibit 5)

**Motion** – Mr. Brock: I move for County Road Fund payroll for \$64,472.86 and for Motor Vehicle Fund for \$10,780.09. Second by Mr. Koch. 3:0 vote in favor.

NACo

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Mr. Koch will attend a NACo meeting in Washington, D.C., regarding Payment in Lieu of Taxes (PILT) funding.

Human Services

Human Services Director Dave Hopper has notified staff that the substance abuse treatment specialist position that was approved by the Board on March 27 is a permanent position, not a temporary position. It is funded with grant funds. Mr. Koch said when the grant ends, the position will be discussed again. The Board will discuss the matter further with Human Resources Director Rosie Rumsey.

**PROSECUTOR**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Courthouse Facilitator

The Board discussed the requirements for the courthouse facilitator work with Mr. Verhulp. The Board will ask County Clerk Mike Killian to explain the clerk's facilitator position and family law-type facilitator position.

Auction Sale of County Property

The proposed contract with an auctioneer was reviewed. There was extensive discussion about the percentage amount the auctioneering company would receive. Mr. Koch said the auctioneer would receive 8% of the bid price, not 8% of the sales price. The bid price is what is actually bid on the property. The sales price is a combination of the bid price and a 10% buyer's premium. Mr. Brock would prefer to have the contract specify that the auctioneer would receive 80% of the buyer's premium. He believes the auctioneer would receive 7.3% of the total sales price.

Legal Newspaper Bid

Mrs. Corkrum told Mr. Verhulp that two bids were received for the legal newspaper. The Board asked Mr. Verhulp to review the county's legal requirements for a newspaper.

**JUVENILE JUSTICE CENTER (JJC)**

JJC Director Sharon Paradis and Finance Director Shannon Jones met with the Board.

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Kitchen

Ms. Paradis talked with the Board about the two RFPs that were received to provide food service at the JJC. The Board reviewed a letter outlining the two RFPs (Exhibit 6). Neither RFP included sales tax on the per-meal cost. That cost has now been calculated and included in the spreadsheet with the letter. The ARAMARK proposal would result in a savings over the current contract that is anticipated to be \$18,564.09. Utilities and garbage would cost about \$5000. The overall savings is anticipated to be about \$13,500. There is currently \$12,000 budgeted to pay to the Benton County Jail for their maintenance costs. Ms. Paradis would like the \$12,000 to be placed in a contingency fund for future repair costs at the JJC kitchen. The JJC needs to give a 60-day notice to cancel the current contract with CFM.

Mr. Brock said notwithstanding costs of food service, the liability issue is a concern. Ms. Paradis agreed.

In response to Mrs. Corkrum's question, Ms. Paradis said no JJC employees would be added. The people doing the work will be employed by ARAMARK.

Mr. Bowen asked about wear and tear on equipment and costs for a contract to use the kitchen at the JJC. Ms. Paradis said all replacement of equipment is the JJC's responsibility, not ARAMARK's. Mr. Bowen said a fund should be created for renewal and replacement with the \$12,000.

The Board **gave approval** to proceed. Ms. Paradis said the draft contract has already been prepared. She said the bi-county contracts for the JJC are being reviewed for nine months a year by the Benton County Prosecutor's Office and three months a year by the Franklin County Prosecutor's Office.

Ms. Jones told the Board that the food for the Meals on Wheels program will be prepared at the JJC kitchen on the contract. ARAMARK estimates about 100,000 meals a year will be provided for Meals on Wheels which provides a 10 cent per meal kickback to the JJC. It is a partnership between Meals on Wheels and the county.

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Mr. Bowen said there could be an effect on the counties' tax-exempt bond status. He asked Ms. Paradis to check with bond attorney Jeff Nave prior to final approval of the contract.

**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board.

Economic Development Plan

Mr. Bowen told the Board about work he is doing on the county's Economic Development Plan.

**Recessed** at 10:08 a.m.

**Reconvened** at 10:16 a.m.

**PUBLIC WORKS**

Engineer Tim Fife met with the Board.

Equipment Rental Rates for 2006

The Board reviewed the proposed Equipment Rental Rates for 2006. Mr. Fife answered their questions.

**Motion** – Mr. Brock: I move the approval of Resolution 2006-188 as specified. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 7)

Dilling Lane Bridge

Mr. Fife said his staff has reviewed previous bridge projects which show the state has averaged paying for 28% of the cost of bridge approach work. He feels that is a good basis for the state to leave that figure at 25% instead of changing it to 15%. The original letter from the state allowed 25% but when we asked for additional funds because the bridge price went up, the state pulled it back to 15%. Mr. Fife has asked the state to reconsider honoring the 25% amount. He has also asked the state to consider paying for the wrap-around approaches which seem to him to be an extension of the bridge rather than bridge approach work. The Dilling Lane bridge work will not be done until fall. The county has about 30 days to decide whether to award the contract or not.

**PLANNING AND DEVELOPMENT DEPARTMENT**

Planning Director Jerrod MacPherson met with the Board.

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Final Approval Short Plat SP 2006-04, Gary Middleton

**Motion** – Mr. Koch: I move for final approval for Short Plat 2006-04. This is Resolution 2006-189. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 8)

Building Permits

Almost \$30,000 has been collected for building permits in the last several weeks. Mr. MacPherson asked for authorization for overtime. Discussion included that the inspectors are a salaried position rather than hourly.

**Executive Session** at 10:34 a.m. regarding personnel expected to last five minutes.

**Open Session** at 10:41 a.m.

The Board decided it is an unusual situation because of being short one building inspector for a few weeks. They authorized the overtime.

Complaint about cock fights

Mr. MacPherson said people have been complaining about cock or rooster fights in the Martindale Road area. He said the Planning Department cannot do anything because the animals comply with the appropriate standards for animals. Mrs. Corkrum said this matter should be handled by the Sheriff's Department.

**AUDITOR**

Auditor Zona Lenhart met with the Board.

Courthouse Rededication

Ms. Lenhart showed the Board the pictures on the invitation for the courthouse rededication. The printing will be completed shortly. Two volunteers will be addressing the envelopes.

Accounting

A new accountant has been hired.

Move back to Courthouse

Ms. Lenhart has learned that payroll records now have to be filmed and kept for 60 years instead of 50 years.

Ms. Lenhart is working with the state office regarding the move-back date which affects the state computers. She would like to have Brutzman's or CDA (the company

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that originally installed her office furniture) do the moving of her office instead of Bekins. The Board asked her to coordinate with Mr. Bowen.

Ms. Lenhart does not want to move the Licensing Department before the end of May because of workload. She plans to schedule it for the first week of June.

Help America Vote Act (HAVA) Grant Application

Ms. Lenhart has submitted a HAVA grant application for close to \$160,000. It is the last money that is available. If the grant is received, about \$115,000 will be used for remodeling the elections area.

**HUMAN RESOURCES (HR)**

HR Director Rosie H. Rumsey met with the Board.

Corrections Officers Union Contract

Ms. Rumsey gave the Board an overview of the contract. The Corrections Officers contract has been extended to a three-year contract to expire on December 31, 2008.

**Motion** – Mr. Brock: I move for approval of the agreement between the Franklin County Board of Commissioners and the Franklin County Correctional Officers' Association, extending the contract term to December 31, 2008, and approve Resolution 2006-185 as so specified therein. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

Clerks and Dispatchers Union Contract

Ms. Rumsey gave the Board an overview of the contract. The union is now represented by the United Steelworkers International Union, Local 12-369.

Mr. Koch asked why do the clerical workers and dispatchers need \$55 per year for footwear? One of the fire commissioners he works with had asked him. Mrs. Corkrum and Mr. Brock said it has always been part of the contract, although they don't think it is necessary either.

**Motion** – Mr. Koch: I move that we accept the contract for 2006 through 2008, Collective Bargaining Agreement between the county and the sheriff and the United Steelworkers for clerical and dispatch employees. This is Resolution 2006-187. Second by Mr. Brock. 3:0 vote in favor. (Exhibit 10)

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Human Services Position

Ms. Rumsey said her understanding was the Human Services position that the Board approved by motion on March 27 was for a grant position rather than a permanent position. The Board had determined earlier that the increase in salary was justified. Mr. Hopper has sent notice that he wanted the Board to be aware that it is a permanent position and not a temporary position that will end when a grant cycle ends. The Board agrees it is a permanent position.

**Executive Session** at 11:33 a.m. regarding labor negotiations expected to last five minutes.

**Open Session** at 11:42 a.m.

**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen met with the Board.

Probation Department

The Board reviewed a letter from District Court Judge Jerry Roach (Exhibit 11). Mrs. Corkrum reviewed the RCW relating to the probation work. The Board asked Mr. Bowen to talk to Chief Civil Deputy Prosecutor Ryan Verhulp about the Probation Department requirements.

Spanish Class

The Board agreed to purchase three Spanish programs which each include a CD and book. WSU can purchase them at university prices.

Mr. Bowen asked for approval to obtain a CD player with a remote control for the class also. He said it would be a work-related tool. The staff who are taking part in the class use their Spanish skills when dealing with the public in their offices. The Board gave approval.

WSU Extension Office

The Board told Mr. Bowen they have already approved County Agent Kay Hendrickson's request to allow a staff member in their office who will handle a food program. There may be some cost in 2007. For 2006, the county's portion will be handled using in-kind items.

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**OTHER BUSINESS**

Contracts for Indigent Defense

The Board wants the indigent defense attorneys to provide insurance at the \$1 million level rather than the \$500,000 level. The contracts that have been signed in the last week already state the \$1 million level.

**Adjourned** at 11:52 a.m.



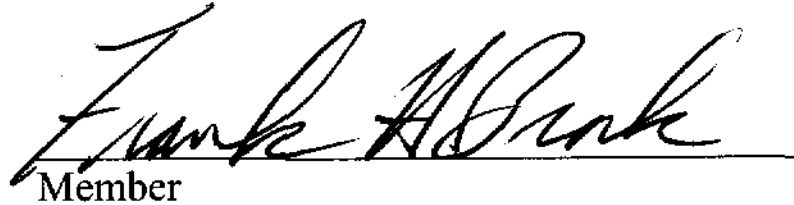
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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until April 10, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed April 10, 2006.

**CHANGE OF STATUS**Please enter the following change(s) as of: April 1, 2006Name Antonette M. FultonEmployee payroll # FUL100

Social Security # \_\_\_\_\_

RECEIVED

APR 13 2006

FRANKLIN COUNTY  
HUMAN RESOURCES

	FROM	TO
Job Title	ADMINISTRATIVE SECRETARY	-
Dept # & Title	001-000-350 / I.S.	-
Budget Line Item #	518.80.10.0040	-
Grade - Step / Hourly Rate	33/4 \$2335 (monthly) \$1167.50 (semi-monthly)	33/6 \$2453 (monthly) \$1226.50 (semi-monthly)

**REASON FOR CHANGE:**

- |  |  |
|--|--|
| <input type="checkbox"/> Hired               | <input type="checkbox"/> Transfer                      |
| <input type="checkbox"/> Regular Full Time   | <input type="checkbox"/> Length of Service Increase    |
| <input type="checkbox"/> Temporary Full Time | <input checked="" type="checkbox"/> Merit Increase     |
| <input type="checkbox"/> Regular Part Time   | <input type="checkbox"/> Re-evaluation of Existing Job |
| <input type="checkbox"/> Temporary Part Time | <input type="checkbox"/> Resignation                   |
| <input type="checkbox"/> Seasonal            | <input type="checkbox"/> Retirement                    |
| <input type="checkbox"/> Rehire              | <input type="checkbox"/> Layoff                        |
| <input type="checkbox"/> Promotion           | <input type="checkbox"/> Discharge                     |
| <input type="checkbox"/> Demotion            |  |

☐ Leave of Absence to: \_\_\_\_\_

Date

☐ Family Leave☐ L&I Leave

Other reason or explanation: \_\_\_\_\_

Authorized by: *Kevin*Approved by: *Antonette M. Fulton*Reviewed by Human Resources Department: *Gumsey*

Initial /Date

ORIGINAL-HUMAN RESOURCES YELLOW-PAYROLL WORKSHEET PINK-DEPT HEAD GOLD-EMPLOYEE  
Revised 6/2002

FRANKLIN COUNTY RESOLUTION NO. 2006 186

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: INTRA BUDGET TRANSFER IN THE AMOUNT OF \$1,500 WITHIN  
THE INFORMATION SERVICES BUDGET, NUMBER 001-000-350,  
FROM LINE ITEM 518.80.42.0001 (TELEPHONE) TO LINE ITEM  
518.80.10.0040 (ADM. SECRETARY)**

**WHEREAS**, the Franklin County Board of Commissioners gave consensus during the March 29, 2006 Commissioner Proceedings for the Information Services Director to transfer funds within his budget to pay for the Administrative Secretary's merit increase; and


**WHEREAS**, the Information Director recommended transferring the funds from the Telephone line item to cover the increase;

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves an intra budget transfer in the amount of \$1,500 within the Information Services Budget, Number 001-000-350, from line item 518.80.42.0001 (Telephone) to line item 518.80.10.0040 (Adm. Secretary).

**APPROVED** this 5<sup>th</sup> day of April 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

Attest:

  
Clerk to the Board

  
Frank H. Brock, Member

Originals: Auditor  
Minutes  
Information Services

cc: Accounting Department

**Patricia Shults**

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**From:** Toni Fulton  
**Sent:** Friday, March 31, 2006 12:34 PM  
**To:** Patricia Shults  
**Cc:** Rosie Rumsey  
**Subject:** Merit Increase / Wednesday Agenda

Pat,

I will stop by shortly & bring the supporting documentation (copy of my classification review request, change of status form, and applicable pages of the union contract) for the merit increase (from a 33/4 to a 33/6) that was approved by the Board on Wednesday. The funds to cover the increase (the exact amount will be provided by Rosie) will be transferred from 001-000-350, 518.80.42.0001 to 001-000-350, 518.80.10.0040. Funds from 42.1 are available due to the termination of our CAMA Trunks.

Thank you so much,  
Toni

*Toni Fulton, Administrative Secretary  
Franklin County Information Services  
1016 N. 4th Avenue  
Pasco, WA 99301  
(509) 545-3509  
FAX: (509) 546-5871  
tfulton@co.franklin.wa.us*

## Current Position - Administrative Secretary

## Grade 33, Step 4

Year	Gross	Fica @7.65%	Retirement @2.44% for 12 mos	Medical Benefits	L & I @.15110/MA hr	Unemployment @\$150/yr	Total Cost
2006	\$28,016.00	\$2,143.22	\$683.59	\$7,020.00	\$314.34	150.00	\$38,327.15

## Administrative Secretary

## Grade 33, Step 6

Year	Gross	Fica @7.65%	Retirement @2.44% for 12 mos	Medical Benefits	L & I @.15110/MA hr	Unemployment @\$150/yr	Total Cost
2006	\$29,434.00	\$2,251.70	\$718.19	\$7,020.00	\$314.34	150.00	\$39,888.23

TONY FULTON

Est Budget Difference

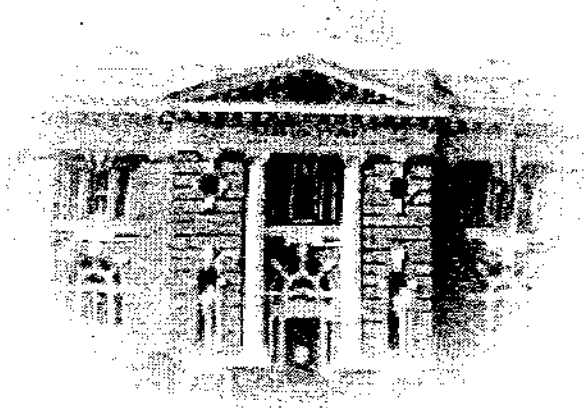
\$39,888.23  
 (\$38,327.15)  
\$1,561.08

April 5, 2006

Neva J. Corkrum  
District 1

Robert E. Koch  
District 2

Frank H. Brock  
District 3



Fred H. Bowen  
County Administrator

Rosie H. Rumsey  
Human Resources Director

Patricia L. Shults  
Executive Secretary

Board of County Commissioners  
**FRANKLIN COUNTY**

April 5, 2006

Ms. Debbie Scott  
Code Enforcement Officer  
City of Pasco  
525 N. 3<sup>rd</sup> Avenue  
Pasco, WA 99301

**Re: Mario Navarette, dba La Michoacana Salon**

Dear Ms. Scott:

It has come to our attention that the City will hold a code enforcement hearing on Thursday, April 6, 2006, to discuss violations committed by La Michoacana Salon.

We request your assistance in resolving a weekly situation with garbage scattered every weekend in our Annex east and west parking lots. Every Monday morning a Franklin County custodian cleans up the parking lot, as broken beer bottles and garbage is left, presumably by festivities given by La Michoacana Salon.

Is it possible to require La Michoacana Salon to be responsible to pick up all broken bottles and garbage from their events prior to 7:00 am each Monday? This will eliminate the necessity for our custodian to expend his valuable time cleaning up after their festivities. Any assistance you can provide in resolving this issue is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chairman

  
Robert E. Koch, Chairman Pro Tem

  
Frank H. Brock, Member

cc: Maintenance

# OUT-OF-STATE TRAVEL REQUEST

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Name: Kay Hendrickson  
 Dates: May 1-3, 2006  
 Destination: Boise, Idaho  
 Purpose: Attend 2006 PNW Professional Development Conf.  
 Account/Budget #

## ESTIMATED EXPENSE (plan to use county vehicle)

Mileage \_\_\_\_\_ Miles @ \_\_\_\_\_ Per Mile \$ \_\_\_\_\_  
 Meals..... \$ 120.00  
 Lodging..... \$ 0  
 Registrations, Fares ..... \$ 0  
 Supplies ..... \$ \_\_\_\_\_  
**TOTAL**..... \$ 120.00

Recommended: Kay M. Hendrickson 04/3/06  
 (Elected Official/Dept. Head) (Date)

Examined and allowed by the Board of Commissioners, Franklin County, Washington

APRIL 5, 2006  
[Signature], Chair  
[Signature], Member  
Frank H. Burk, Member

## ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.	_____	_____	_____	
Date	_____	_____	_____	
Amount	_____	_____	_____	\$ _____

Received by: \_\_\_\_\_

# OUT-OF-STATE TRAVEL REQUEST

THE BOTTOM 2 COPIES OF THIS FORM WILL GO TO THE TREASURER FOR PICK UP OF FUNDS WHICH WILL BE AVAILABLE THE DAY BEFORE DEPARTURE UNLESS OTHERWISE NOTIFIED

Name: Lauri Sherfey  
 Dates: May 1-3, 2006  
 Destination: Boise, Idaho  
 Purpose: Attend 2006 PNW Professional Development Conf.  
 Account/Budget #

## ESTIMATED EXPENSE

(plan to use county vehicle)

Mileage        Miles @        Per Mile \$         
 Meals..... \$ 120.00  
 Lodging..... \$ 0  
 Registrations, Fares ..... \$ 0  
 Supplies ..... \$         
**TOTAL**..... \$ 120.00

Recommended: Kay Hendrickson 4/3/06

(Elected Official/Dept. Head)

(Date)

Examined and allowed by the Board of Commissioners, Franklin County, Washington

APR 15, 2006

[Signature], Chair

[Signature], Member

[Signature], Member

## ADVANCED TRAVEL (TO BE FILLED OUT BY TREASURER'S OFFICE)

	Original Advance	Additional Funds	Returned Funds	Actual Expenses
Check No.	<u>      </u>	<u>      </u>	<u>      </u>	
Date	<u>      </u>	<u>      </u>	<u>      </u>	
Amount	<u>      </u>	<u>      </u>	<u>      </u>	\$ <u>      </u>

Received by:



EXHIBIT 5  
Franklin County Auditor

April 5, 2006

1016 North 4th Avenue  
Pasco, WA 99301

ZONA LENHART, Auditor  
509-545-3840 • Fax: (509) 545-2142  
www.co.franklin.wa.us

P.O. Box 1451  
Pasco, WA 99301

April 05, 2006

Franklin County Commissioners:

Vouchers audited and certified by the auditing officer by RCW 42.24.080, expense reimbursement claims certified by RCW 42.24.090, have been recorded on a listing, which has been sent to the board members.

Action: As of this date, April 05, 2006,  
Move that the following warrants be approved for payment:

FUND	WARRANT	AMOUNT
Expenditures	Range	Issued
Current Expense	50255-50287	\$4,324.34
Crime Victims	342	\$120.56
Courthouse Facilitator	57	\$375.00
TRAC	9277	\$784.10

In the amount of **5,604.00**. The motion was seconded by  
And passed by a vote of 3 to 0

Accounting  
545-3505

Elections  
545-3538

Recording  
545-3536

Licensing  
545-3533

**JUDGES**

Hon. Dennis D. Yule  
Hon. Craig J. Matheson  
Hon. Vic L. VanderSchoor  
Hon. Robert G. Swisher  
Hon. Carrie Runge  
Hon. Cameron Mitchell

# BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator  
Juvenile Court Services

## SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W. CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388  
PHONE (509) 783-2151 • FAX (509) 736-2728


LONNA K. MALONE  
JOSEPH R. SCHNEIDER  
JERRI G. POTTS  
Court Commissioners

RECEIVED  
FRANKLIN COUNTY COMMISSIONERS

## MEMORANDUM

MAR 29 2006

**To:** Board of Franklin County Commissioners  
Neva Corkrum, Chair  
Frank Brock  
Bob Koch

**From:** Sharon Paradis 

**Re:** Benton-Franklin Counties Juvenile Justice Center, Detention Food Services RFP

**CC:** Fred Bowen  
Sarah Villanueva

### For April 5, 2006 Board Agenda

On February 13, 2006 you authorized the Juvenile Justice Center to proceed with a Request for Proposal for the provision of food services by a vendor who would use the detention center kitchen facility for food preparation. As you recall, we sought your authorization to let this RFP subsequent to a January 2006 review conducted by the Office of the Superintendent of Public Instruction (OSPI) of our detention food services, which are currently provided under contract by Consolidated Food Management (CFM). The OSPI review identified a number of deficiencies and required corrective action by CFM including modified menus, production records and a draft Hazard Analysis and Critical Control Point Plan (HACCP). OSPI disallowed 1006 meals for reimbursement that did not meet minimum nutritional requirements. During that review we were cautioned by the reviewer that we were at 'serious risk' of experiencing a food related illness in detention as a result of transporting food between the jail, where the food is prepared, and the detention facility.

The RFP for Food Services at the Benton-Franklin Counties Juvenile Justice Center was opened on February 24, 2006 and closed on March 28, 2006. The RFP was advertised in the Tri City Herald on February 26, 2006 and March 7, 2006. We mailed four RFPs to interested entities. We received proposals from two vendors: ARAMARK Correctional Services and Consolidated Food Management, Inc.

While both proposals were responsive to the RFP, the ARAMARK proposal is preferable based on the attached cost comparison for detention food services. The annual food service cost proposed by ARAMARK is less than the current cost of food services provided by CFM by more than \$19,000 and substantially less than the food service cost proposed by CFM in its response to the RFP (over \$110,000.)

Another consideration of the ARAMARK proposal relates to the Meals on Wheels service that ARAMARK provides for Benton and Franklin Counties. In its response to the RFP, ARAMARK proposes to prepare the meals for Meals on Wheels in the Juvenile Justice Center kitchen and, as such, reduce the cost the detention food service by \$.10 for every meal prepared for Meals on Wheels. That would result in an additional estimated reduction of \$10,000 to the cost of detention food service. The meal costs and the proposed savings per meal for the Meals on Wheels service would result in an estimated 19.24% savings over the current cost of detention food services.

The ARAMARK proposal also includes an investment by ARAMARK of up to \$18,000 for a new steam kettle for the detention kitchen, the cost of which ARAMARK will amortize over the life of the contract with the Counties. The cost of this equipment is included in the proposed cost of meals. At the end of the amortization period, the equipment will transfer from ARAMARK to the Counties.

The Benton-Franklin Counties Juvenile Justice Center is currently paying a maintenance fee to the Benton County Jail of \$1,000 per month. That fee is not considered in the cost of the meals on the attached spreadsheet. Should the Boards of County Commissioners approve the proposal from ARAMARK for detention food services, the monthly \$1,000 maintenance fee to the jail will terminate. However, with meals prepared by a vendor in the detention kitchen, we would resume responsibility for maintenance and repair or replacement costs of the kitchen equipment in the detention facility. Should you approve a contract with ARAMARK, I would suggest that the \$1,000 that is budgeted for payment to the jail should be held in a reserve account for eventual kitchen equipment related costs.

In addition to the cost savings associated with the ARAMARK proposal, ARAMARK has a 30-year history of providing correctional food services and is considered an OSPI preferred provider.

Having reviewed both responses to the RFP and having considered the costs and risks of the current contract for food services, I recommend that the Board of Franklin County Commissioners authorize the Benton-Franklin Counties Juvenile Justice Center to initiate a contract with ARAMARK for the detention center food services based on ARAMARK response to the RFP.

I look forward to discussing this recommendation with you on April 5, 2006.

**Food Service RFP # CB 06-01**  
**Current / RFP Comparison**

	Current CFM Meals Prepared at Jail & Transported	RFP CFM Meals Prepared BFJJC	RFP ARAMARK Meals Prepared BFJJC
Avg # of Meals Per Meal Period 2/1/05 - 3/14/06 EXcluding Staff	49	49	49
Avg # of Meals Per Meal Period 2/1/05 - 3/14/06 INcluding Staff	51	51	51

<b>FULL MEAL</b>			
Avg Cost for Food, Meal Prep & Delivery	\$2.64	\$4.01	\$2.44
<b>Total Cost Per Meal</b>	<b>\$2.64</b>	<b>\$4.01</b>	<b>\$2.44</b>
Average Cost Per DAY	\$403.16	\$613.99	\$372.82
Average Cost Per WEEK	\$2,822.09	\$4,297.92	\$2,609.76
Average Cost Per MONTH	\$12,262.63	\$18,675.50	\$11,340.03
Average Cost Per YEAR	\$147,151.58	\$224,105.99	\$136,080.30

<b>SNACKS</b>			
Avg Cost for Snack Food	\$0.25	\$1.15	\$0.54
Avg Cost for Snack Prep	\$0.16	\$0.00	\$0.00
<b>Total Cost Per Snack</b>	<b>\$0.41</b>	<b>\$1.15</b>	<b>\$0.54</b>
Average Cost Per DAY	\$20.75	\$58.65	\$27.62
Average Cost Per WEEK	\$145.23	\$410.55	\$193.32
Average Cost Per MONTH	\$631.07	\$1,783.94	\$840.00
Average Cost Per YEAR	\$7,572.84	\$21,407.25	\$10,080.02

<b>TOTAL</b>			
Average Cost Per DAY	\$423.90	\$672.64	\$400.44
Average Cost Per WEEK	\$2,967.32	\$4,708.47	\$2,803.07
Average Cost Per MONTH	\$12,893.70	\$20,459.44	\$12,180.03
Average Cost Per YEAR	\$154,724.41	\$245,513.24	\$146,160.33

Meals on Wheels Per Meal Credit  
 \$.10/meal x 100,000 meals/year

(\$10,000.00)

<b>GRAND TOTAL</b>			
Average Cost Per DAY	\$423.90	\$672.64	\$373.04
Average Cost Per WEEK	\$2,967.32	\$4,708.47	\$2,610.77
Average Cost Per MONTH	\$12,893.70	\$20,459.44	\$11,346.69
Average Cost Per YEAR	\$154,724.41	\$245,513.24	\$136,160.33

**INCREASE / SAVINGS** compared to current situation

\$90,788.82  
 58.68%  
 \$18,564.09  
 12.00%

*Anticipated yearly increase in utilities and garbage is \$5,000.*

\$13,564.09  
 8.77%

*\$12,000 currently paid to BC Jail for M&O can be budgeted for kitchen capital expenditures*

2006 188

FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

**BEFORE THE BOARD OF COUNTY COMMISSIONERS** of Franklin County, Washington.

**RE: EQUIPMENT RENTAL RATES FOR 2006**

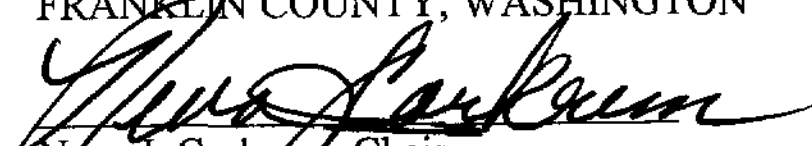
**WHEREAS**, pursuant to RCW 36.33a.040 the Equipment Rental Fund rental rates are subject to review by the legislative authority of each county; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County, and

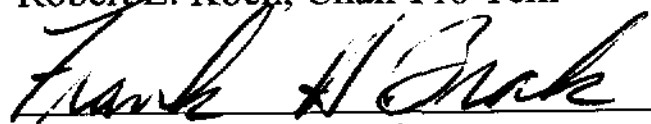
**NOW, THEREFORE, BE IT RESOLVED** that the attached Motor Vehicle Equipment Rental Fund equipment rental rates for the year 2006 are hereby approved by the Board.

**APPROVED** this 5 day of April, 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chair

  
Robert E. Koch, Chair Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk of the Board

FRANKLIN COUNTY  
MOTOR VEHICLE PUBLIC WORKS EQUIPMENT FUND  
EQUIPMENT RENTAL RATES  
AS OF JANUARY 1, 2006

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VEHICLE NUMBER	DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER	DATE PURCHASED	PURCHASE PRICE	ASSIGNED STATION	FUEL TYPE	RENTAL RATE	CHANGE CODE
CS9612	1996 Ford Crown Victoria	2FALP71W5TX185259	34386C	Aug-96	21,244.68	County Sheriff	Gas	Annual Rate	
CS9717	1997 Ford Crown Victoria	2FALP71W0VK144666	41421C	Mar-97	21,670.35	County Sheriff	Gas	Annual Rate	
CS9906	1999 Ford F-450 Cab & Chassis	1FDXF46S3XEC82835	5155C	May-99	16,953.78	County Sheriff	Gas	Annual Rate	
CS2105	2001 Chevrolet Impala	1GCEK19V21Z279842	57006C	May-01	23,952.07	County Sheriff	Gas	Annual Rate	
CS2108	2001 Chevrolet Impala	2G1WF55KX19323682	59532C	Jul-01	21,338.68	County Sheriff	Gas	Annual Rate	
CS2113	2001 Chevrolet Impala	1G1WF55K619320312	52628C	Jul-01	21,364.39	County Sheriff	Gas	Annual Rate	
CS2114	2001 Chevrolet Impala	2G1WF55KX19321110	52629C	Aug-01	21,364.39	County Sheriff	Gas	Annual Rate	
CS2117	2001 Chevrolet Impala	2G1WF55K519315165	57007C	May-01	21,364.39	County Sheriff	Gas	Annual Rate	
CS2118	2001 Chevrolet Impala	2G1WF55K619322786	52630C	Aug-01	21,364.39	County Sheriff	Gas	Annual Rate	
CS2123	2001 Ford F-250 4X4 Crew Cab	1FTNW21L51ED07418	57774C	Aug-01	26,692.87	County Sheriff	Gas	Annual Rate	
CS2302	2003 Ford Crown Victoria	2FAHP71W93X206746	67643C	Jul-03	26,593.15	County Sheriff	Gas	Annual Rate	
CS2303	2003 Ford Crown Victoria	2FAFP71W53X130711	64028C	Oct-02	22,463.10	County Sheriff	Gas	Annual Rate	
CS2310	2003 Ford Crown Victoria	1FAHP71W03X206747	67641C	Jul-03	26,593.15	County Sheriff	Gas	Annual Rate	
CS2316	2003 Ford Crown Victoria	2FAHP71W23X206748	67640C	Aug-03	26,593.15	County Sheriff	Gas	Annual Rate	
CS2320	2003 Ford Crown Victoria	2FAHP71W43X206749	67639C	Aug-03	26,593.15	County Sheriff	Gas	Annual Rate	
CS2321	2003 Ford Crown Victoria	2FAHP71W73X174881	71427C	May-04	19,100.00	County Sheriff	Gas	Annual Rate	
CS2329	2003 Ford Crown Victoria	2FAHP71W03X206750	67642C	Aug-03	26,593.15	County Sheriff	Gas	Annual Rate	
CS2331	2003 Ford Crown Victoria	2FAFP71W73X130712	64029C	Oct-02	22,463.10	County Sheriff	Gas	Annual Rate	
CS2332	2003 Ford Crown Victoria	2FAHP71W13X174911	70063C	Aug-04	20,779.85	County Sheriff	Gas	Annual Rate	
CS2401	2004 Ford Crown Victoria	2FAFP71WX4X177153	70062C	Aug-04	26,016.46	County Sheriff	Gas	Annual Rate	
CS2405	2004 Ford Explorer	1FMZU72K64ZB10227	71422C	May-04	24,069.90	Sheriff Lathim	Gas	Annual Rate	
CS2425	2004 Ford Crown Victoria	2FAFP71W14X177154	70061C	Aug-04	26,016.46	County Sheriff	Gas	Annual Rate	
CS2430	2004 Ford F-150 Pickup	1FTRW14W64KD10528	71706C	May-04	26,535.94	County Sheriff	Gas	Annual Rate	
ET0010	1999 Chev C10	1GCEC14V4XE152546	49849C	Mar-99	17,445.51	CR-Connell	Gas	\$4.00/hour	
ET0011	1999 Chev C10	1GCEC14V0XE153435	41482C	Mar-99	17,445.51	CR-Pasco	Gas	\$4.00/hour	
ET0014	1998 Chev S-10 Pickup	1GCCS14X9W8197233	41486C	May-98	13,939.69	Building Inspector	Gas	\$2.00/hour	
ET0015	1998 Chev S-10 Pickup	1GCCS14X19W8197484	41487C	May-98	13,939.64	Building Inspector	Gas	\$2.00/hour	
ET0016	1998 Chev K-10 4X4 Pickup	1GCEK19M4WE226999	41489C	Jun-98	22,695.61	CR-Pasco	Gas	\$4.00/hour	
ET0017	1998 Chev K-10 4X4 Pickup	1GCEK19M2WE228234	41488C	Jun-98	22,695.61	CR-Connell	Gas	\$4.00/hour	
ET0023	1994 Ford Aerostar Van	1FMCA11U9RZA79710	29689C	May-94	14,762.00	Corrections	Gas	\$2.00/hour	
ET0030	1999 Chev K10	1GCEK19V6XE226299	49859C	Jun-99	23,838.01	Road Superintendent	Gas	\$4.00/hour	
ET0031	1999 Chev C30	1GBHC338XF082562	49866C	Jun-99	22,814.03	CR-Connell	Gas	\$6.00/hour	

FRANKLIN COUNTY  
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EQUIPMENT RENTAL RATES  
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VEHICLE NUMBER	DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER	DATE PURCHASED	PURCHASE PRICE	ASSIGNED STATION	FUEL TYPE	RENTAL RATE	CHANGE CODE
ET0032	2001 Chev K10 Pickup	2GCEK19V011334653	57002C	May-01	23,017.87	Engineering	Gas	\$4.00/hour	
ET0033	2001 Chev K10 Pickup	2GCEK19V311335280	57004C	May-01	23,017.87	Engineering	Gas	\$4.00/hour	
ET0034	1990 Chevrolet 3/4 Ton Pickup	1GCFE24H4LZ221906	15513C	May-90	13,151.00	CR-Pasco	Gas	\$4.00/hour	
ET0035	2001 Chev C10 Pickup	1GCEC14V51Z275238	57005C	May-01	17,008.75	CR-Connell	Gas	\$4.00/hour	
ET0037	2001 Chev C10 Pickup	1GCEC14V81Z278791	57003C	May-01	17,008.75	CR-Connell	Gas	\$4.00/hour	
ET0048	2000 Chevrolet C10 Pickup	1GCEC14V3YE223043	51159C	Mar-00	17,334.56	CR-Connell	Gas	\$4.00/hour	
ET0049	2000 Chevrolet C10 Pickup	1GCEC14V5YE220645	51160C	Mar-00	17,334.56	CR-Connell	Gas	\$4.00/hour	
ET0050	2000 Chevrolet C10 Pickup	1GCEC14V7YE224437	51158C	Mar-00	17,334.56	CR-Pasco	Gas	\$4.00/hour	
ET0051	2001 Chevrolet Venture	1GNDU23B71D271406	52631C	Jul-01	20,075.06	WSU Extension	Gas	\$2.00/hour	
ET0052	2002 Ford F250 Crew Cab	1FDNW20I72EC51061	60690C	Apr-02	21,187.65	CR-Pasco	Gas	\$6.00/hour	
ET0053	2002 Chevrolet Blazer	1GNDT13W42K209299	59543C	May-02	22,914.08	Asst. PW Director	Gas	\$4.00/hour	
ET0054	2003 Chevrolet Blazer	1GNDT13X93K112013	61651C	Oct-02	22,977.66	PW Director	Gas	\$4.00/hour	
ET0056	1989 Chevrolet 3/4 Ton Pickup	1GCFE24HXKE229501	09979C	Jun-89	11,655.00	CR-Pasco	Gas	\$4.00/hour	
ET0065	1995 Ford F250 Pickup	1FTHF25H8SLB37099	34337C	Jun-95	18,502.00	CR-Connell	Gas	\$4.00/hour	
ET0066	1995 Ford F250 Pickup	1FTHF25H1SLB37106	34339C	Jun-95	18,663.00	CR-Pasco	Gas	\$4.00/hour	
ET0067	1995 Ford F350 Crewcab	1FDJW36HXSXA69278	34349C	Aug-95	23,453.00	Engineering - Survey	Gas	\$6.00/hour	
ET0068	1997 Jeep Cherokee	1J4FT28S1VL533073	41420C	Mar-97	20,419.25	PW Director	Gas	\$4.00/hour	
ET0069	2002 Ford F250 4X4 Super Cab	1FTNX21F42EC33210	57787C	Mar-02	28,794.20	CR-Connell - Dennis	Diesel	\$4.00/hour	
ET0070	2002 Ford F250 4X4 Super Cab	1FTNX21F62EC33211	47786C	Mar-02	28,794.20	CR-Pasco - Kingsley	Diesel	\$4.00/hour	
ET0071	2003 Chev K10 Pick-up w/liftgate	16CEC19V83Z316487	66250C	Jun-03	19,686.70	ER&R Shop - Darrel	Gas	\$4.00/hour	
ET0072	2003 Ford F-4X2 SuperCab Pickup	3FTNX20L03MB35634	67639C	Jul-03	19,863.39	CR-Pasco - Scott G.	Gas	\$4.00/hour	
ET7312	2003 Ford F-250 4X4 SuperCab PU	3FTNX21L43MB35635	67636C	Jul-03	23,209.86	Engineering - Survey	Gas	\$6.00/hour	
GT0059	2003 Chev K30 Flatbed Pickup	16BJC34UX3E311716	66251C	Jun-03	20,462.05	Sign Shop	Gas	\$7.00/hour	
GT0060	2001 Chev Chassis	3GBKC34G31M111735	59533C	May-01	26,818.39	Vegetation Control	Gas	\$6.00/hour	
GT0061	2000 Ford F650 Pickup	3FDNF6525YMA10366	57009C	May-01	42,750.55	CR-Pasco	Diesel	\$12.60/hour	
GT0062	2001 Ford F-450 Cab & Chassis	1FDXF46F41ED17215	52699C	Nov-01	53,674.10	ER&R Shop	Diesel	\$12.60/hour	
GT0063	1975 Ford F-700	F7OFVW85186	C59586	Mar-83	4,304.00	CR-Pasco	Gas	\$12.60/hour	
GT0065	1986 GMC Bucket Truck	1GDJJC34MOGJ512495	21857C	Mar-92	15,930.00	CR-Pasco	Gas	\$25.00/hour	

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VEHICLE NUMBER	DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER	DATE PURCHASED	PURCHASE PRICE	ASSIGNED STATION	FUEL TYPE	RENTAL RATE	CHANGE CODE
HT0085	1989 Mack 10 YD Dump	2M2P141C3KC008077	13379C	Sep-89	72,751.00	CR-Pasco	Diesel	\$38.00/hour	
HT0086	1989 Mack 10 YD Dump	2M2P141C1KC008076	13380C	Sep-89	74,786.00	CR-Pasco	Diesel	\$38.00/hour	
HT0087	1990 Mack 10 YD Dump	1M2P141C9LM008585	28198C	Feb-90	73,780.00	CR-Pasco	Diesel	\$38.00/hour	
HT0088	1990 Mack 10 YD Dump	1M2P141C0LM008586	13400C	Feb-90	73,780.00	CR-Pasco	Diesel	\$38.00/hour	
HT0089	1990 Mack 10 YD Dump	1M2P141C2LM008587	15187C	Feb-90	73,780.00	CR-Connell	Diesel	\$38.00/hour	
HT0090	1993 Peterbilt	1XPALB0X6PS340291	25421C	Jun-93	13,732.00	CR-Pasco	Diesel	\$38.00/hour	Leased
HT0091	1993 Peterbilt	1XPALB0X6PD340292	25422C	Jun-93	16,865.00	CR-Pasco	Diesel	\$38.00/hour	Leased
HT0092	1993 Peterbilt	1XPADB0X3PD340293	25423C	Jun-93	3,949.00	CR-Pasco	Diesel	\$38.00/hour	Leased
HT0093	1993 Peterbilt	1XPADB0X5PD340294	25424C	Jun-93	10,097.00	CR-Pasco	Diesel	\$38.00/hour	Leased
HT0094	1994 Peterbilt	1XPALB0X1RD356500	32927C	Jul-94	15,677.00	CR-Pasco	Diesel	\$38.00/hour	Leased
HT0095	1994 Peterbilt	1XPALB0X1RD356501	32926C	Jul-94	15,677.00	CR-Pasco	Diesel	\$38.00/hour	Leased
MG0108	1992 Cat 140G Grader	72V15247	28195C	Oct-92	133,217.00	CR-Pasco	Diesel	\$38.00/hour	
MG0109	1993 Cat 140G Grader	72V15626	28194C	Jun-93	136,960.00	CR-Connell	Diesel	\$38.00/hour	
MG0110	1993 Cat 140G Grader	72V16184	28192C	Feb-94	135,148.00	CR-Pasco	Diesel	\$38.00/hour	
MG0112	1995 John Deere 770 BH Grader	DW770BH551274	34334C	Jun-95	180,140.00	CR-Pasco	Diesel	\$38.00/hour	
MG0114	1998 John Deere 770CH Grader	DW770CH568230	41500C	Aug-98	141,320.00	CR-Kahlotus	Diesel	\$38.00/hour	
MG0115	1998 John Deere 770CH Grader	DW770CH567929	48211C	Aug-98	144,520.00	CR-Connell	Diesel	\$38.00/hour	
MG0116	1998 John Deere 770CH Grader	DW770CH568727	48212C	Aug-98	145,320.00	CR-Pasco	Diesel	\$38.00/hour	
MG0118	2000 Cat 140H Grader	2ZK95953	52659C	May-00	161,690.93	CR-Pasco	Diesel	\$38.00/hour	
MG0119	2003 John Deere 770CH-11 Grader	DW770CH586446		Feb-03	54,150.00	CR-Connell	Diesel	\$38.00/hour	
MG0120	2003 John Deere 770CH-11 Grader	DW770CH586429		Feb-03	54,150.00	CR-Pasco	Diesel	\$38.00/hour	
MG0121	2003 John Deere 770CH-11 Grader	DW770CH586448		Feb-03	54,150.00	CR-Connell	Diesel	\$38.00/hour	
MG0122	2004 John Deere	dw770ch592819		Jul-04	174,980.00		Diesel	\$38.00/hour	
SH0001	Towmotor Lift	6952819				Pasco Shop	Gas	Parts Only	
SH0002	Multiquip Welder	2180435				Connell Shop	Diesel	Parts Only	
SH0004	Clark Forklift	Model CGP25		Nov-00	11,880.00	Pasco Shop	Diesel	Parts Only	



FRANKLIN COUNTY  
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VEHICLE NUMBER	DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER	DATE PURCHASED	PURCHASE PRICE	ASSIGNED STATION	FUEL TYPE	RENTAL RATE	CHANGE CODE
SL0133	1991 John Deere Loader	DW644ED527705	15769C	Mar-91	171,575.45	CR-Pasco	Diesel	\$38.00/hour	
SL0134	1987 John Deere Loader	DW644DB514140	01056C	Aug-87	76,087.00	CR-Pasco	Diesel	\$38.00/hour	
SL0135	1987 Cat Backhoe/Loader	7BC647	01096C	Mar-87	44,511.00	CR-Pasco	Diesel	\$38.00/hour	
SL0137	1971 Cat 950 Loader 3 CY	81J2642	C27418	Feb-71	33,963.00	CR-Pasco	Diesel	\$38.00/hour	
SL0138	2002 Cat IT38G Loader	7BS01155		May-02	146,710.44	CR-Connell	Diesel	\$38.00/hour	
ST0142	1958 Leland Asphalt Tank	S4753 8000 Gallons	C10814	Oct-78	6,815.00	CR-Pasco		Parts Only	
ST0145	1989 Water Tank	A0934500		Sep-89	37,219.00	CR-Pasco		Charged out with HT090	
SV0141	1996 Ingersoll-Rand Roller	Serial #145726		Jun-96	71,556.80	CR-Pasco	Diesel	\$44.00/hour	
SV0144	1987 Hyster Roller	A91C3873H		May-87	42,225.00	CR-Pasco	Diesel	\$44.00/hour	
SV0145	1994 Roller	A091C4253R		Jul-94	52,594.00	CR-Pasco	Diesel	\$44.00/hour	
SV0150	1987 Tynco Sweeper	87055NH66418	01048C	Jun-87	78,052.00	CR-Pasco	Diesel	\$56.00/hour	
SV0151	1998 Broce Sweeper	Serial #89207		Feb-99	29,254.92	CR-Connell	Diesel	\$56.00/hour	
SV0152	1999 Broce Broom	Serial #89234		Mar-99	29,363.02	CR-Pasco	Diesel	\$56.00/hour	
SV0155	1988 Spreader W/Hoppers	WBHS Ser.#8805	01095C	Mar-88	120,589.00	CR-Pasco	Diesel	\$57.20/hour	
SV0157	1988 Ford Distributor	1FDYR8OU4JVA46652	01098C	Jul-88	87,338.00	CR-Pasco	Diesel	\$52.00/hour	
SV0158	1974 Freightliner w/Bear Cat Dist.	CA513HP103020	29675C	1994	24,749.39	CR-Pasco	Diesel	\$52.00/hour	
TR0142	1994 EDS Potty	1M9SS1714RA069009	29698C	1994	7,007.00	CR-Pasco	Diesel	\$650.00/year	
TR0143	Utility Trailer	WA92160417	29674C	Feb-94		TRAC		\$200.00/year	
TR0144	Light Duty Trailer		C27421			CR-Pasco		Parts Only	
TR0145	Light Duty Trailer		C30975			CR-Connell		Parts Only	
TR0146	Light Duty Trailer		C29733			CR-Connell		Parts Only	
TR0147	1959 Peer Water Semi-Tank	681550	C15323	Jan-70	3,380.00	CR-Pasco		\$20.00/hour	
TR0149	1957 Clough Semi Water Tank	570	K20084	Mar-96	4,000.00	CR-Pasco		\$20.00/hour	
TR0150	1996 Trailblazer Belly Dump	1C9554022T1424462	13378C	Nov-98	22,950.00	CR-Pasco		\$20.00/hour	
TR0167	1997 Trailmax Trailer	1G9K5363VA065101	41448C	Oct-97	20,550.30	CR-Connell		\$20.00/hour	
TR0168	1991 Sturdyweld Pup	1S9CS5329ML189323	18004C	Apr-91	21,810.00	CR-Pasco		\$20.00/hour	
TR0169	1990 Sturdyweld Pup	1S9CS5328LL189233	15671C	Jul-90	21,782.00	CR-Pasco		\$20.00/hour	
TR0170	1990 Sturdyweld Pup	1S9CS532XLL189234	15670C	Jul-90	21,782.00	CR-Pasco		\$20.00/hour	

FRANKLIN COUNTY  
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TR0171	1985 Low Boy	1DA72C398FM008157	C65014	Oct-85	30,228.00	CR-Pasco		\$20.00/hour	
TR0175	1989 Williamsen Pup	1W94E3533KS004476	13378C	Sep-89	19,679.00	CR-Pasco		\$20.00/hour	
TR0176	1989 Williamsen Pup	1W94E3520KS004476	13377C	Sep-89	19,679.00	CR-Pasco		\$20.00/hour	
TR0177	Office Trailer	ZN55473		May-87	1,293.00	Engineering		\$3.00/hour	
TR0178	1984 Cherryhill Pup	CHFC-4-8000	C60616	Mar-84	13,850.00	CR-Pasco		\$20.00/hour	
TR0179	1990 Drop Deck Trailer 5th Wheel	1B4T38228L2116697	15669C	Jul-90	21,828.00	CR-Pasco		\$20.00/hour	
TR0180	1999 Ranco Belly Dump	1R9BSF509XL008519	51165C	Aug-99	33,759.31	CR-Connell		\$20.00/hour	
WE0152	1984 M-B Street Marker	3-0488 Trailer-CC368	10219C	1984	3,742.00	CR-Pasco	Gas	\$200.00/year	
WE0153	1999 Brush Hog Rotary Mower	Serial #12-01753		Dec-99	3,542.40	TRAC	Gas	\$100.00/year	
WE0154	1998 Vermeer Brush Chipper	1VRK15158W1001655		2006		Solid Waste	Gas	\$34.00/hour	1
WE0155	1988 Echo 30Z	0072575		1988	318.00	TRAC	Gas	Parts Only	
WE0156	1985 Chain Saw			1985	453.00	CR-Connell	Gas	Parts Only	
WE0157	1991 Stihl Chain Saw			1991		CR-Pasco	Gas	Parts Only	
WE0158	1986 Onan Generator	317394		1986	279.00	CR-Pasco	Gas	Parts Only	
WE0161	1976 Shovel Shelf	GC42301 Gladhill		1976	436.00	CR-Connell		Parts Only	
WE0162	Shovel Shelf	S00001		1984	500.00	CR-Pasco		Parts Only	
WE0163	Layton H-500B Paver	H-9784-B-6		1986	12,206.00	CR-Pasco		\$60.00/hour	
WE0164	1990 Miller Welder/Gen	KA842952		1990	2,425.00	CR-Connell	Gas	\$250.00/year	
WE0167	60# Hyd. Hammer	3500H-453		1980	730.00	CR-Pasco		Parts Only	
WE0168	60# Air Hammer					CR-Pasco		Parts Only	
WE0169	1987 Wacker	579904997		1987	1,655.00	CR-Pasco	Gas	Parts Only	
WE0170	1989 Spreader Box	P&M Fabrication		1989	1,207.00	CR-Pasco		\$150.00/year	
WE0171	1989 Spreader Box	P&M Fabrication		1989	1,263.00	CR-Pasco		\$150.00/year	
WE0172	1989 Spreader Box	P&M Fabrication		1989	1,095.00	CR-Pasco		\$150.00/year	
WE0179	John Deere Utility Vehicle	RDO Equipment		May-99	4,174.74	TRAC	Gas	\$150.00/mth	
WE0180	Stanley BR87 Breaker	Ser #3766		1988	2,074.00	CR-Pasco		Parts Only	
WE0181	Stanley CR22 Saw	Ser #7976		1988	865.00	CR-Pasco		Parts Only	
WE0182	Lawn Mower			1990	278.00	CR-Connell	Gas	Parts Only	
WE0184	1989 Water Pump	CC360	10212C	1989	550.00	CR-Pasco	Charged out with HT090		
WE0185	1992 Honda Generator	Honda EM5000		1992	2,470.00	Engineering	Gas	\$500.00/year	

FRANKLIN COUNTY  
MOTOR VEHICLE PUBLIC WORKS EQUIPMENT FUND  
EQUIPMENT RENTAL RATES  
AS OF JANUARY 1, 2006

2006 188

VEHICLE NUMBER	DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER	DATE PURCHASED	PURCHASE PRICE	ASSIGNED STATION	FUEL TYPE	RENTAL RATE	CHANGE CODE
WE0186	1996 John Deere Tractor/Mower	Model #9030; D201086		1996	95,897.32	CR-Connell	Diesel	\$60.00/hour	
WE0189	1990 B&D Drill	3306		1990	508.00	CR-Pasco		Parts Only	
WE0190	1983 Rotary Mower	RM1017		1983	6,200.00	CR-Pasco	Charged out with WE193		
WE0194	1992 Front Mount Mower	M0F935X110509		1992	11,587.00	TRAC	Owned by TRAC		
WE0199	JD Tractor/Loader	LV5300E432895		Apr-96	24,092.00	TRAC	Diesel	\$300.00/mo.	
WE0200	1997 Toro Front Mount Mower	60172		Jun-97	28,603.70	TRAC	Diesel	\$400.00/mo.	
WE0200A	1997 Bush Hog Loader	60136		Nov-97	5,832.00	TRAC		w/WE0200	
WE0201	2002 Cimline 230DH Crack Sealer	02-230-211		Sep-02	31,044.55	CR-Pasco		\$28.00/hour	
WE0202	2003 Atlas Copco Air Compressor			Apr-03	13,537.50	CR-Pasco	Diesel	\$20.00/hour	
WE0203	Trimble 5605 Robotic Surv. Inst.				30,932.00	Engineering - Survey		\$14.46/hour	2
WY0200	V-Snow Plow Cat	12-100				CR-Pasco		\$500.00/year	
WY0201	V-Snow Plow Cat	12-102				CR-Pasco		\$500.00/year	
WY0202	V-Snow Plow Cat	950				CR-Pasco		\$500.00/year	
WY0253	1989 Snow Plow	ED-KA Manufacturing SP2716		1989	5,507.00	CR-Pasco		\$500.00/year	
WY0555	1957 Bros. Snow Plow	ED-KA Manufacturing		1957		CR-Pasco		Parts Only	
WY0256	1989 Snow Plow	Norstar Industries		1989	5,507.00	CR-Pasco		\$500.00/year	
WY0258	1994 TC95 Snow Plow	Norstar Industries		1994	6,973.00	CR-Pasco		\$500.00/year	
WY0259	1994 TC95 Snow Plow	Norstar Industries		1994	6,972.00	CR-Pasco		\$500.00/year	
WY0260	1990 Snow Plow	ED-KA Manufacturing		1990	5,518.00	CR-Connell		\$500.00/year	
WY0261	1990 Snow Plow	ED-KA Manufacturing		1990	5,518.00	CR-Pasco		\$500.00/year	
WY0262	1990 Snow Plow	ED-KA Manufacturing		1990	5,518.00	CR-Pasco		\$500.00/year	
WY0264	1997 Temco TC95 Snow Plow	Temco TC95, #9358		Apr-97	4,862.51	CR-Pasco		\$500.00/year	
WY0269	1977 Sand Spreader	Meyers Model UGT 600		1977	1,409.00	CR-Pasco		Parts Only	
WY0270	1989 Sand Spreader	Highway Model E-2020		1989	7,578.00	CR-Pasco	Charged out with HT090		
WY0272	1973 Sand Spreader	Meyers Model UGT 600		1973	736.00	CR-Pasco		Parts Only	
WY0273	1973 Sand Spreader	Meyers Model UGT 600		1973	736.00	CR-Connell		Parts Only	

FRANKLIN COUNTY  
MOTOR VEHICLE PUBLIC WORKS EQUIPMENT FUND  
EQUIPMENT RENTAL RATES  
AS OF JANUARY 1, 2006

2006 188

VEHICLE NUMBER	DESCRIPTION	SERIAL NUMBER	LICENSE NUMBER	DATE PURCHASED	PURCHASE PRICE	ASSIGNED STATION	FUEL TYPE	RENTAL RATE	CHANGE CODE
WY0274	1973 Sand Spreader	Meyers Model UGT 600		1973	736.00	CR-Kahlotus		Parts Only	
WY0276	1972 Sand Spreader	Meyers Model UGT 600		1972	993.00	CR-Pasco		Parts Only	
WY0277	1972 Sand Spreader	Meyers Model UGT 600		1972	993.00	CR-Connell		Parts Only	
WY0279	1989 Sand Spreader	Meyers Model 803-96		1989	2,390.00	CR-Pasco		\$810.00/year	
WY0280	1991 Sand Spreader	Swenson Model EV-100-14		1991	5,659.00	CR-Pasco		\$810.00/year	
WY0281	1991 Sand Spreader	Swenson Model EV-100-14		1991	5,659.00	CR-Pasco		\$810.00/year	
WY0282	1994 Sand Spreader	Swenson Model EV-100-14		1994	6,773.00	CR-Pasco		\$810.00/year	
WY0283	1994 Sand Spreader	Swenson Model EV-100-14		1994	6,773.00	CR-Pasco		\$810.00/year	
WY0284	1996 Sand Spreader	Swenson Model EV-100-14-54		Dec-95	6,638.00	CR-Connell		\$810.00/year	
WY0285	1996 Sand Spreader	Swenson Model EV-100-14-54		Dec-95	6,638.00	CR-Pasco		\$810.00/year	
WY0287	Bush Hog			May-02	3,672.00	CR-Pasco		\$100.00/year	

TOTAL PURCHASE PRICE

ALL EQUIPMENT

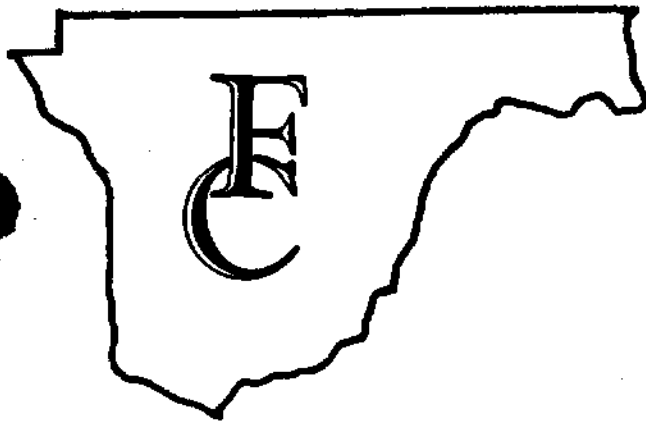
4,997,574.50

CHANGE CODES:

1. 1998 Brush Chipper donated to Motor Vehicle (no rent to be charged to Solid Waste for use)
2. Donated by County Road Fund

DELETED VEHICLES:

WE0197	Ford Tractor Mower	Model #EA414C	01101C	1988	38,323.00	At TRAC	
WE0198	JD Utility Vehicle			1992	3,208.00	Sold	
	Lift-Moore Crane	Titan Truck		Jan-03	5,619.10	Sold	



# FRANKLIN COUNTY

## COMMISSIONERS

Courthouse - 1016 North 4th  
Pasco, Washington 99301  
(509) 545-3535

RESOLUTION NUMBER 2006 189

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON:  
IN THE MATTER OF COUNTY PLANNING

RE: Final Approval for SP 2006-04

WHEREAS, this Board did hold a public hearing on February 22, 2006 to consider the short plat of Gary Middleton; and

WHEREAS, the Board of County Commissioners have determined the following:

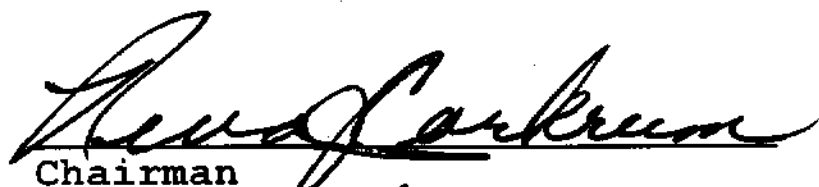
1. The conditions imposed when the preliminary short plat was approved have been met,
2. The requirements of the state law and County Subdivision Ordinance #3-2000 have been complied with,
3. The short plat conforms with the general purposes of the Comprehensive Plan and the Zoning Ordinance, and

WHEREAS, the public use and interest will be served by approving the short plat of Gary Middleton (Middleton Properties) for recording,

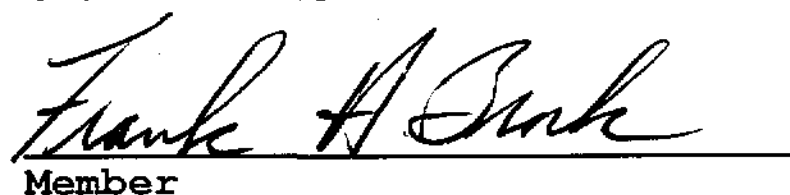
NOW, THEREFORE, BE IT RESOLVED that the short plat of Gary Middleton (Middleton Properties) be approved and the chairman so indicate by signing the final short plat.

SIGNED AND DATED THIS 5<sup>th</sup> DAY OF APRIL 2006.


BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chair Pro Tem

  
Member

Attest:

  
Clerk of the Board

**FRANKLIN COUNTY RESOLUTION NO. 2006-185**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: AMENDING FRANKLIN COUNTY RESOLUTION NO. 2004-049 AND APPROVING MEMORANDUM OF AGREEMENT, ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRANKLIN COUNTY BOARD OF COMMISSIONERS AND THE FRANKLIN COUNTY CORRECTIONAL OFFICERS' ASSOCIATION, EXTENDING THE CONTRACT TERM TO DECMEBER 31, 2008**

**WHEREAS**, Franklin County Resolution 2004-049 approved the 2004-2007 Collective Bargaining Agreement between Franklin County and the Franklin County Correctional Officers' Association; and

**WHEREAS**, Franklin County Resolution 2004-049 arranged for a wage and medical re-opener for 2005 and 2006; and

**WHEREAS**, the Board of Franklin County Commissioners and the Franklin County Correctional Officers' Association are in agreement to extend the contract term to December 31, 2008; and

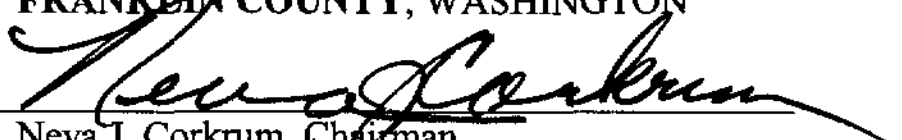
**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

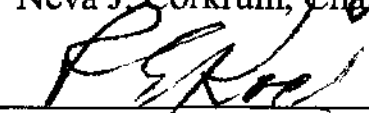
**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

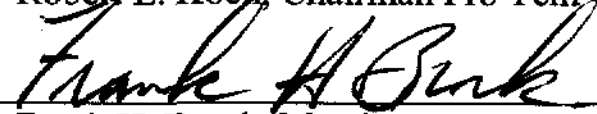
**NOW, THEREFORE, BE RESOLVED**, the Franklin County Board of Commissioners hereby approves the attached Memorandum of Agreement, Addendum to the 2004-2007 Collective Bargaining Agreement between the Franklin County Board of Commissioners and Franklin County Correctional Officers' Association, and extending the contract term to December 31, 2008.

**APPROVED this 5<sup>th</sup> day of April 2006.**


BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chairman

  
Robert E. Koch, Chairman Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk of the Board

Originals: Auditor  
Minutes  
Union

Copy: Human Resources  
Accounting  
Sheriff's Office  
Corrections Department

**MEMORANDUM OF AGREEMENT****ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
BOARD OF FRANKLIN COUNTY COMMISSIONERS AND THE FRANKLIN  
COUNTY CORRECTIONAL OFFICERS' ASSOCIATION**

This MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered into by and between The Board of Franklin County Commissioners (hereinafter "Employer") and the Franklin County Correctional Officers' Association, (hereinafter "Association").

WHEREAS, a 2004 – 2007 Collective Bargaining Agreement, hereinafter known and referenced as "Agreement," between the above-named parties currently exists which addresses a wage and health insurance benefits re-opener under Article 22 Section 2 for the 2006 term of the Agreement.

WHEREAS, the employer and the Association have agreed to extend said agreement one year through December 31, 2008 and the above-named parties have met and negotiated a wage and health insurance benefits settlement for the 2006, 2007 and 2008 term of the Agreement.

NOW, THEREFORE, the above-named parties have mutually agreed to the following benefits as specified below:

**1. Contract Term Date:**

- 1.1. Extending the current contract to December 31, 2008.

**2. Benefit Adjustment:**

- 2.1. Effective January 1, 2006 for the 2006 year, the County offers a \$60 increase for medical premium contributions for a total of \$645 per month per employee. The \$60 takes into consideration the 2005 and 2006 increase to the lowest premium plan for the employee only.
- 2.2. For years 2007 and 2008, the Employer contribution will increase by 100% of the increase for the employee only coverage of the County's lowest premium plan.

**3. Wage Adjustment:**

- 3.1. Three year wage proposal with the following:

- Article 22.1 Wages Effective January 1, 2006, the 2005 Salary Schedule will be increased by a 2.69% COLA for the year 2006 based upon 89.7% of the CPI-W-West-B/C 12 month period ending July 31.
- Effective January 1, 2007, the 2006 Salary Schedule will be increased by a COLA in an amount no less than 1.5% and no greater than 3.5% based upon the CPI-W-West-B/C 12 month period ending July 31 minus any employer paid medical benefit increase.
- For years 2007 and 2008 the final percentage of the COLA amount will take into consideration medical benefit increases and/or decreases in order to achieve a desired 100% COLA.

**For example, for year 2006:**

2.69% Wage Increase is	89.7%	Of the 3% COLA
Employer Insurance increase is	10.3%	
<b>TOTAL PERCENTAGE</b>	<b>100.0%</b>	

**Example #2 – For Year 2007:**

**For example purposes only**, let us use an Insurance Increase of \$30 with the same 3% COLA:

2.85% Wage Increase is	95.3%	Of the 3% COLA
Employer Insurance increase is	4.7%	
<b>TOTAL PERCENTAGE</b>	<b>100.0%</b>	

**4. Leave Approval:**

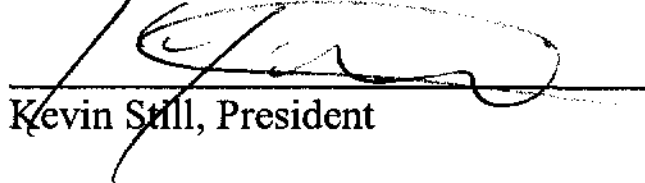
**4.1. Article 8.6 Leave Approval:** The addition of the following paragraph:

Each designated shift of employees assigned to maintain full custody inmates may have one employee per shift on vacation leave at any given time. All corrections employees regardless of their individual shift assignment to a group of inmates are subject to the five (5) day vacation leave request submittal rule as outlined in the aforementioned paragraph.

This MOA shall remain in affect during the term of the Agreement or until a successor agreement is reached between the parties.

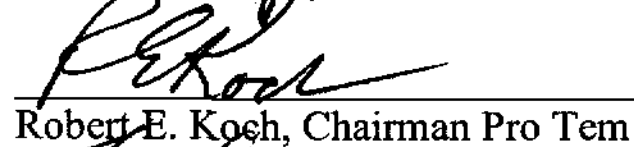
IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their duly constituted and legal representative on the 5 day of ~~March~~ <sup>April</sup>, 2006.

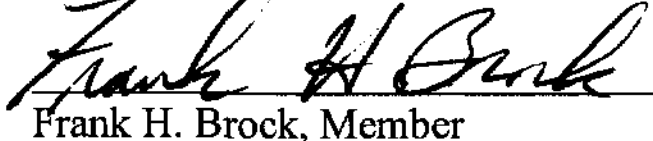
**FRANKLIN COUNTY CORRECTIONAL  
OFFICERS' ASSOCIATION**

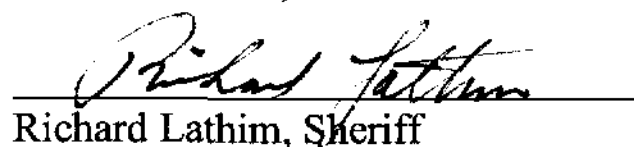
  
Kevin Still, President

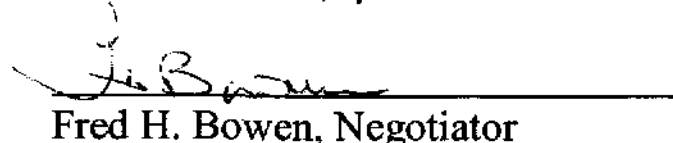
**FRANKLIN COUNTY**

  
Neva J. Corkrum, Chairman

  
Robert E. Koch, Chairman Pro Tem

  
Frank H. Brock, Member

  
Richard Lathim, Sheriff

  
Fred H. Bowen, Negotiator



**FRANKLIN COUNTY RESOLUTION NO. 2006 - 187**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: 2006-2008 COLLECTIVE BARGAINING AGREEMENT BETWEEN FRANKLIN  
COUNTY, FRANKLIN COUNTY SHERIFF AND THE UNITED  
STEELWORKERS INTERNATIONAL UNION, LOCAL 12-369, ON BEHALF OF  
SHERIFF'S CLERICAL AND DISPATCH EMPLOYEES**

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County;

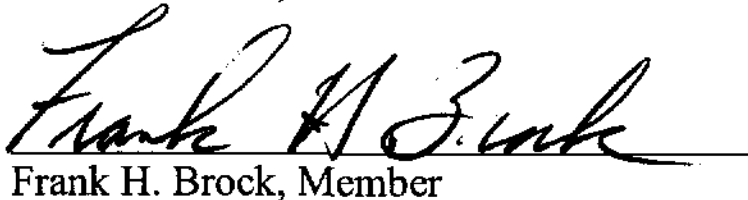
**NOW, THEREFORE, BE IT RESOLVED** that the Franklin County Board of Commissioners hereby approves the attached 2006 - 2008 Collective Bargaining Agreement between Franklin County, Franklin County Sheriff and the United Steelworkers International Union, Local 12-369, on behalf of Sheriff's Clerical and Dispatch Employees.

**APPROVED** this 5th day of April 2006.

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Neva J. Corkrum, Chairman

  
Robert E. Koch, Chairman Pro Tem

  
Frank H. Brock, Member

Attest:

  
Clerk to the Board

Originals: Auditor  
Minutes  
Union  
Human Resources

cc: Sheriff  
Accounting Department  
Prosecuting Attorney

Resolution NO. 2006 – 187

2006 – 2008  
COLLECTIVE BARGAINING AGREEMENT

Between

THE SHERIFF OF FRANKLIN COUNTY, WASHINGTON

and

UNITED STEELWORKERS INTERNATIONAL UNION,  
LOCAL 12-369

on behalf of

Sheriff's Clerical and Dispatch Employees

Of Franklin County, Washington

## RESOLUTION NO. 2006 -187

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## RESOLUTION NO. 2006 -187

## ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT

This Agreement is entered into by and between the Board of County Commissioners for Franklin County, Washington, and the Franklin County Sheriff, hereinafter referred to interchangeably as the "County," and the United Steelworks International Union (USW), Local 12-369, hereinafter called the "Union," on behalf of the employees. The purpose of this Agreement is to comply with all applicable statutory provisions and to increase the general efficiency of the Sheriff's Department and to maintain harmonious relations between the County and the Union.

As part of the purpose of the Agreement, the parties agree to the inclusion of the subjects of wages, hours, working conditions and other provisions.

## ARTICLE 2 – RECOGNITION

- 2.1 The County recognizes the Union as the exclusive bargaining representative of full-time and regular part-time dispatch and clerical employees (in the classifications of trainee through First Class) of the Franklin County Sheriff's Department, excluding supervisors, confidential employees and correction officers, and excluding temporary, casual and provisional employees.
- 2.2 The Union recognizes the Board of County Commissioners and the Sheriff or their designees as the representatives for the County.

## ARTICLE 3 – UNION SECURITY/RIGHTS AND DUES CHECK-OFF

- 3.1 Dues Check-Off. The County will provide for payroll deduction of Union fees upon written authorization by the employee. Payroll deduction authorization cards must be received by the County by the fifteenth (15<sup>th</sup>) day of the month to be recognized as effective for the following month. The County shall deduct from the midmonth paycheck of such employee an amount of dues and initiation fees as certified by the Union and transmit to the designated officer of the Union the total amount deducted with an alphabetized list showing names and amounts deducted
- 3.2 Notice of Delinquency. Any employee required to pay membership dues, or initiation fees as a condition of employment, who fails to tender the initiation fee, or periodic dues uniformly required, shall be notified in writing of his delinquency. A copy of such communication shall be mailed by the Union to the County, not later than five (5) days prior to a request that the County, take final action on a delinquency.
- 3.3 Notice of New Hires to Union. When the County hires a new employee, the County Auditor shall, within fourteen (14) days of the date of employment, notify the Union in writing giving the name, Social Security number, hire date, address and classification of the hired employee.
- 3.4 Fair Share and Religious Objections. Fair share and religious objections shall be administered in accordance with Washington and federal law. The Union shall advise its members of their rights.
- 3.5 Indemnification. The Union shall indemnify, defend, and hold the County harmless from all suits, actions, proceedings and claims against the County or

## RESOLUTION NO. 2006 -187

persons acting on behalf of the County, for any relief sought, where liability arises from the sole application of this Article. In the event that any part of Article 3 shall be declared invalid or that all or any portion of the monthly service fee must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

- 3.6 Union Stewards. The Union shall designate one (1) individual from each unit (clerical and dispatch) who shall be identified as Steward. The Union will designate which of the unit stewards shall be identified as Chief Steward, and inform the sheriff in writing of those serving in this capacity.

## ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 County Prerogatives Recognized. The Union recognizes the prerogatives of the Sheriff to determine how to provide public services of the Sheriff's office and operate and manage the affairs of the Sheriff's Office in all lawful respects.
- 4.2 Reserved Rights of the Sheriff and County. All matters not expressly restricted by the language of this Agreement shall be administered for the duration of this Agreement by the County as the Sheriff and the Board of Commissioners periodically may determine regarding matters within their respective spheres of control. The Sheriff's prerogatives include, but are not limited to, the following matters:
- (a) the right to establish lawful working rules and procedures;
  - (b) the right to schedule work and overtime work, and the methods and processes by which said work is performed and services provided, in a manner most advantageous to the County and consistent with the public interest;
  - (c) the right to hire, transfer, suspend discharge, lay off, recall, promote or discipline employees as deemed necessary by the County as provided by this Agreement and/or as provided by the General Rules and Regulations of the Franklin County Civil Service Commission;
  - (d) the right to determine the size and composition of the work force and to assign employees to work locations, and shifts;
  - (e) the right to determine what law enforcement duties shall be performed by various sheriff personnel, and to determine as necessary employees' fitness for duty in a manner consistent with Washington and federal law;
  - (f) the right to assign incidental duties connected with operations, not enumerated in job descriptions, but generally consistent with job classifications, which shall be performed by the employees when requested by a superior officer;
  - (g) the right to take actions as may be necessary to carry out County's services provided by the Sheriff in emergencies.
- 4.3 Related Mandates. The foregoing County prerogatives are exercised by the Board of Commissioners and/or the Sheriff regarding matters within their

## RESOLUTION NO. 2006 -187

respective spheres of control and shall not be deemed to be exclusive of other County prerogatives not restricted by this Agreement.

## ARTICLE 5 -- DEFINITIONS OF EMPLOYEES

- 5.1 Regular Dispatch Employees: A regular dispatch employee is a full-time non-uniformed employee pursuant to RCW 41.56.030(6) who has been appointed in accordance with the Civil Service Commission rules and procedures, has served the probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this Agreement.
- 5.2 Regular Clerical Employees: A regular clerical employee is a full-time non-uniformed employee pursuant to RCW 41.56.030(6) who has been appointed in accordance with the Civil Service Commission rules and procedures, has served the probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and provided the benefits as set forth in the terms and conditions of this Agreement.
- 5.3 Probationary Employee: A probationary employee shall be defined as any dispatch or clerical employee during the first twelve (12) consecutive months of employment by the County who has not completed twelve (12) calendar months of service with the County since the first day of employment in the current classification. Probationary employees shall work on a trial basis throughout the probation period, during which period the employee may be discharged without cause and without any recourse.

## ARTICLE 6 – SENIORITY

- 6.1 "Seniority Defined." "Seniority," as used in this Agreement, is determined by the length of an employee's continuous service within the Franklin County Sheriff's office since his/her last date of hire, including any authorized leave of absence up to a maximum of one (1) year.
- 6.2 Seniority List. The County will provide the Union with copies of the seniority list of bargaining unit employees on January 1<sup>st</sup> of each year. Should more than one (1) employee have the same hire date, individuals will determine seniority by use of their Civil Service Examination ranking.
- 6.3 Loss of Seniority. An employee shall lose all bargaining unit seniority, forfeit all employment rights and the County shall have no obligation to rehire an employee under the following conditions:
- (a) The employee voluntarily leaves the service of the County; or,
  - (b) The employee is discharged for just cause; or,
  - (c) The employee is discharged during probationary period; or,
  - (d) The employee is laid off for a period in excess of twelve (12) consecutive calendar months; or,
  - (e) The employee retires from employment with the County.

## RESOLUTION NO. 2006 -187

- 6.4 Seniority Applies Within Divisions. Seniority will operate on a divisional basis. Seniority divisions shall be established for line duties, corrections duties, dispatch duties, and office/clerical duties.
- 6.5 No Loss of Seniority After Promotion and Return to Former Position. An employee who is promoted within a division shall be considered probationary at that position for a period not to exceed twelve (12) consecutive calendar months from the date such promotion occurs. If the promoted employee declines the job or the County deems the employee to be unsuited for the job, within twelve (12) consecutive calendar months, the employee shall revert to his/her former position without prejudice.

## ARTICLE 7 – LAYOFF AND RECALL

In the event of a layoff or reduction in personnel, employees will be laid off in inverse order of their seniority within the affected job classification. An employee who has been laid off will have first opportunity to fill a vacancy in any job classification previously held by the employee within the bargaining unit. Notification of eligibility for recall shall be by certified mail to the employee's last known address within the twelve (12) months following the layoff or reduction in personnel and must be accepted within ten (10) days or all recall rights shall be lost.

## ARTICLE 8 – ANNUAL LEAVE

- 8.1 Accrual. All regular employees shall accrue and be granted the following annual leave accumulation hereinafter referred to as annual leave, according to the following schedule:(Employees hired prior to the signing of this contract will not earn less than what the employee is currently accruing under the old contract.)

<u>Continuous Service</u>	<u>Vacation Hours</u>	<u>Holiday Hours</u>	<u>Total Annual Hours</u>
Less than 1 year	80	96	176
1 year but less than 3 years	96	96	192
3 years but less than 5 years	112	96	208
5 years but less than 10 years	120	96	216
10 years but less than 15	160	96	256
15 years or more	200	96	296



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- 8.2 Probationary Employee Utilization. A new employee will accrue annual leave, but shall not be entitled to utilize annual leave during the first six (6) months of employment except in the event of an emergency as determined by the County.
- 8.3 Payment for Leave Accruals Upon Termination of Employment. Accrued annual leave shall be paid to regular employees whose service is terminated by death, reduction of force, termination, or retirement. When an employee resigns, accrued annual leave will be paid provided the employee has given at least fourteen (14) calendar days notice prior to termination of their employment. The maximum permissible payment of accrued annual leave will be two hundred-forty 240 hours.
- 8.4 Accrual Cap. Annual leave may not exceed a total of two hundred – forty 240 work hours as of December 31 of each year.
- 8.5 VEBA Election. If an employee has used at least fifty percent (50%) of the annual leave earned during the year, the employee's balance in excess of two hundred - forty 240 hours may, at the employee's election, be deposited into the County's VEBA account to be spent in accordance with VEBA trust rules. Employees whose leave account exceeds two hundred - forty 240 hours as of December 31 shall have their accrual balance reduced effective January 1 of the subsequent year by an amount equal to the excess. Contributions will be computed based on the employee's base wage as of December 1.
- 8.6 Leave Approval. All requests for leave are subject to approval in writing by the Sheriff.
- 8.7 Mandatory Minimum Utilization. Eligible employees must take at least one (1) block of forty (40) hours off per calendar year. Based on the operational needs of the County, clerks may be directed by the Sheriff to take annual leave off on a recognized holiday when the Courthouse is closed.
- 8.8 New Holiday Declared for County. In the event the County recognizes an additional holiday in which the Courthouse is closed, the Union may reopen this Agreement for bargaining solely on the leave accrual provided for in Section 8.1.

## ARTICLE 9 -- HOURS OF WORK/OVERTIME

- 9.1 Workweek. The workweek will begin on Sunday and end one hundred sixty-eight (168 )hours later on the following Saturday. The work day shall consist of eight (8) hours or ten (10) hours of work, and rest periods taken as the situation permits at or near the mid point of each half shift. A regular workweek shall consist of no more than forty (40) hours in any workweek exclusive of overtime assigned, if any.
- 9.2 Work Schedule/M meal and Rest Periods.
- (a) Clerical Employees. The Sheriff may schedule work days and meal periods taken as near to the middle of the work day as practical. The Sheriff may determine that meal periods are subject to interruption, must be taken at or near the work site, must be subject to interruption, and therefore constitute paid time; and Sheriff may determine that meal periods may be scheduled periodically for operational reasons as not subject to interruption and therefore not constituting hours worked. Rest

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breaks shall consist of two fifteen (15) minute periods, one (1) during the first half of the shift, the second during the second half of the shift.

- (b) Dispatch Employees. Dispatch employees take meal and rest periods at or near the dispatch center, which are subject to interruption and constitute hours of work.
- 9.3 Shift Trades. Employees may trade shifts when unforeseen circumstances arise provided they first request and receive approval from the Sheriff, his designee, or their immediate supervisor. Such exchange of shifts shall not by itself constitute a basis for entitlement to overtime compensation. The employees assume responsibility to insure the trade is reciprocated. Regular salary is not affected by shift trades.
- 9.4 Emergency Shift Changes. In the event of bona fide emergency, the Sheriff may alter the assigned work shifts by giving as prompt as possible notification to the effected employees. Employees affected by an emergency shift schedule change shall not receive overtime for working a rescheduled work shift unless the employee works in excess of forty (40) hours in the workweek(s) involved. The Sheriff shall not reschedule assigned work shifts for purposes of avoiding payment of overtime. The term "bona fide emergency" includes a life-threatening situation, civil disorder, natural disaster, unexpected events constituting pressing community necessity, and an unforeseen employee absence due to a personal disability or emergency constituting a serious health condition or FMLA-qualifying event (and excluding use of earned leave under ordinary circumstances).
- 9.5 Overtime: All work performed in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the employee's regular straight time hourly rate.
- 9.6 Call-back for Court. In the event overtime or court appearance is not an extension, either at the beginning or end of a normal shift, the minimum pay shall be three (3) hours. If overtime is for court, the employee shall not be required to perform duties unrelated unless an emergency exists. The minimum of three (3) hours shall be paid at the straight time hourly rate, with all time in excess of three (3) hours paid at time and one-half (1-1/2) the hourly rate of pay for time actually worked.
- 9.7 Call-back Unrelated to Court. An employee who is required to return to work after completing his/her regular shift and having left the premises, shall be paid, a minimum of two (2) hours at the overtime rate for hours worked.
- 9.8 Compensatory Time Off. Compensatory time may be accrued and taken in lieu of pay as provided by FLSA. Compensatory time will be accrued with mutual agreement of the supervisor or department head and the employee, up to forty (40) hours, and shall be taken off within the calendar year it is earned. Compensatory time shall be scheduled and taken off by mutual agreement, and may be purchased by the County at any time, including during the thirty (30) days prior to any change in pay status or COLA.
- 9.9 Dispatcher and Clerk/Typist Hours: The normal workweek for dispatchers and clerk typists shall consist of forty (40) hours of work in a work week. The number of hours per day and the corresponding number of days per week shall be determined periodically by the Sheriff. These employees shall be compensated

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at the rate of time and one-half (1-1/2) for all hours worked in excess for forty (40) hours in the work week established the Sheriff.

- 9.10 Shift Schedule. The shift schedule shall be determined by the Sheriff. The Sheriff shall provide at least five (5) calendar days notice of a change in such shift scheduling except in the event of a bona fide emergency. Notices shall be posted on the department bulletin board.
- 9.11 Travel Time. The employee shall be paid overtime compensation as required by the FLSA as a result of travel time to and from any authorized and assigned school.
- 9.12 Time Worked: Sick leave, vacations and holidays shall constitute time worked for the purposes of calculating overtime. All other time compensated for shall be counted as time worked for calculating overtime with respect to the forty (40) hour threshold.

## ARTICLE 10 -- BEREAVEMENT LEAVE

Regular employees will be allowed bereavement leave with pay in the event of death in the employee's immediate family, to make household adjustments, arrange for medical service and to attend funeral services. Bereavement leave shall be limited to three (3) days in any one (1) instance. Two (2) additional days of bereavement leave may be granted when the one-way travel is a distance of 250 miles or more. For the purpose of this section the definition of immediate family includes only persons related by blood or marriage or legal adoption in degree of consanguinity of wife, husband, parent, grandparent, brother, sister, child or grandchild of the employee, but no aunt, uncle, niece, or nephew unless living in the employee's household.

## ARTICLE 11 – SICK LEAVE

- 11.1 Accruals, Charges and Cap. Sick leave is earned and accrued at the rate of eight (8) hours per month to a maximum accrual of nine hundred sixty (960) hours. Casual, intermittent, occasional employees shall not earn sick leave.
- 11.2 Utilization. Sick leave may be taken for any of the following reasons:
- (a) Illness or injury which incapacitates the employee to the extent that he/she is unable to perform his/her work.
  - (b) Doctor's appointments.
  - (c) An employee may use the employee's accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.
  - (d) Because of illness in the immediate family requiring the attendance of the employee for care or supervision as prescribed by a physician. Leave for such reason shall be limited to two (2) days in any one instance, unless the illness would be eligible for FMLA as describe in Article 13.2. Notification shall be consistent with Article 13, if applicable. For the purpose of this subsection only, "immediate family" includes only the employee's wife, husband, parent, grandparent, brother, sister, child or grandchild and the employee's spouse.

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- 11.3 Notification. Any employee who, for any reason, must take sick leave, shall, as soon as possible, notify his immediate supervisor or department head. Notification shall be consistent with Article 13, if applicable.
- 11.4 Annual Leave Coordination. Sick leave cannot be claimed for employees on annual leave.
- 11.5 Physician Certificate. A doctor's certificate of illness shall be submitted by the employee at the time of the employee's return to work, when he/she is absent because of illness or injury more than three (3) consecutive days, if requested by the Sheriff or his designee. Such requests shall be consistent with Article 13, if applicable.
- 11.6 VEBA Payments. Employees who have accrued the maximum sick leave balance permitted under this Agreement may request payment into the VEBA account for 25% of any sick leave balances in excess of the maximum accrual as of December 31. Employees shall be entitled to a VEBA contribution for twenty-five percent (25%) of their accrued sick leave upon termination of employment.
- 11.7 High Absenteeism. The ability to attend work regularly is a job requirement. Sick leave is a short term disability benefit to be used only for reasons described in Article 11.3. Appendix C, High Absenteeism Program, is made a part of this Agreement as if fully set forth herein.

## ARTICLE 12 –MILITARY LEAVE

In case of military leave, the County abides by the provisions of the laws of the State of Washington (RCW 33.40.060) and applicable federal law. Employees who are members of the National Guard or federal military reserve units are entitled to be absent from their duties for up to fifteen (15) calendar days with pay during each calendar year while in the performance of ordered military duty and while going to or from such duty.

## ARTICLE 13 – FAMILY MEDICAL LEAVE

- 13.1 FMLA and WACS Govern Family Leave. The County will provide family medical leave consistent with the federal Family Medical Leave Act and state law, including leave for pregnancy disability under WAC 162-30-020 (maternity regulation).
- 13.2 Availability. Unpaid leave of absence for up to twelve (12) weeks is provided to eligible employees for certain family or medical reasons. Employees eligible for leave of absence under the Family Medical Leave Act ("FMLA") must have worked for the company for twelve (12) months or more and have at least one thousand two hundred fifty (1,250) hours of service during the twelve (12) months immediately preceding the leave of absence. Employees may request federal Family and Medical Leave for:
- (a) The addition of a child to the family through birth, adoption, or placement by foster care;
  - (b) A serious health condition of the employee's spouse, child or parent;
  - (c) A serious health condition that prevents an employee from performing his or her job.

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- 13.3 Pregnancy-Related Leave. An employee with a pregnancy-related disability will be provided with a leave of absence for the period of time she is sick or temporarily disabled by pregnancy. This pregnancy disability leave is in addition to Federal Family Medical Leave. There is no minimum length of employment or hours worked to qualify for pregnancy disability leave. The length of the pregnancy disability leave is for the period the employee is disabled by pregnancy.
- 13.4 Leaves are Concurrent. Leave granted under state workers' compensation laws will run concurrently with family medical leave. Paid leaves and unpaid leaves (e.g., sick leave and emergency leave) run concurrently with unpaid family medical leave where allowed by law. Any accrued paid leave, such as vacation and accrued sick leave, must be substituted for unpaid family medical leave and taken before the remainder of unpaid family medical leave.
- 13.5 Reasonable Notice Required. Employees must give the County thirty (30) days notice of the need for leave when it is foreseeable. An employee must make a reasonable effort to schedule treatment for serious health conditions in a manner that does not unduly disrupt business operations.
- 13.6 Medical Certification. The County may require a medical certification of serious health conditions and may require recertifications from the employee's health care provider and second and third opinions from an independent health care provider where appropriate and allowed by law. The County will pay the cost of all second and third medical opinions. The County will require employees returning from leave for their own serious health condition to provide a certification of fitness to return to work.
- 13.7 Intermittent Leave. Generally, intermittent or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations where intermittent or reduced schedule leave is available, employees may be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave.
- 13.8 Leave Calculation Year. The leave calculation year for family medical leave is twelve (12) months starting with the first day family leave is taken by the employee (12-month looking forward method).

## ARTICLE 14 -- LEAVE OF ABSENCE

At the discretion of the Sheriff, a leave of absence without pay may be granted for a period not to exceed one (1) year. Advance in grade, sick leave or retirement shall not be credited during the period of authorized leave of absence.

## ARTICLE 15 – DISCIPLINE AND DISCIPLINARY PROCEDURES

- 15.1 Just Cause. The Sheriff or designee may discipline an employee for just cause including reasons set forth in the Rules and Regulations of the Franklin County Civil Service Commission but not limited thereto. Discipline shall be carried out in a manner which is least likely to embarrass the employee before other employees or the public. Notwithstanding subsection 15.3, the Sheriff or his designee may suspend without pay, demote, reduce pay in lieu of suspension, or discharge an employee, following appropriate due process procedures, for a serious event which constitutes just cause for discipline including, but not limited

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to, reasons outlined by the Franklin County Civil Service Commission as set forth in the Commission's Rules and Regulations.

15.2 Forms of Discipline. Disciplinary action or measures shall include only the following:

- (a) verbal reprimands;
- (b) written reprimands;
- (c) suspension without pay or reduction of pay for a term in lieu of suspension;
- (d) demotion with a reduction in pay as specified by the County as part of the discipline;
- (e) discharge.

15.3 Discipline Considerations.

- (a) Timeliness of Discipline. The parties recognize that just cause requires that discipline be taken timely and with consistency. Employees will be notified of impending discipline or the conduct of a disciplinary inquiry, or investigation, unless such notification could compromise a criminal investigation related to the same misconduct. Such notice will be given within thirty (30) days of the Sheriff's actual notice of circumstances under investigation.
- (b) Level of Discipline. The parties agree that progressive and escalating levels of corrective action, forewarning and discipline are preferable to allow an employee proper notice of performance expectations and the opportunity to improve performance and to allow the Sheriff to document prior disciplinary matters. Due to the professional nature of bargaining unit classifications and the knowledge, skill, responsibilities and abilities associated with the classifications, there is no requirement that corrective or disciplinary action begin at a predetermined level. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offense and prior record of corrective action and/or discipline; the order in which these criteria appear is not indicative of their priority.
- (c) Consideration of Prior Discipline. All previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action
  - (1) if related to an occurrence within the prior eighteen (18) months, or
  - (2) if related to a similar conduct, performance or attendance deficiency

15.4 Probationary Employees. The provisions of this Article shall not apply to newly hired employees serving a probationary period. Probationary employees shall work under the provisions of this Agreement, although they may be discharged without just cause without further recourse. Probationary employees shall not have any recourse through the grievance procedure or Civil Service for the purposes of resolving disputes pertaining to discipline inclusive of written warnings, suspensions and/or discharge.



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- 15.5 Contractual and Civil Service Procedures. An employee shall have the right to have a disciplinary action against him/her reviewed for just cause and severity of discipline through either of the following procedures. At the employee's option, an appeal can be made through the grievance procedure as outlined in Article XVI, or through the Franklin County Civil Service Commission. The employee's selection of the appeal forum shall be final and binding. The employee must exercise his/her option within ten (10) calendar days of the disciplinary action; otherwise no appeal may be taken in either forums and the disciplinary action shall stand. The employee must choose one procedure or the other and may not exercise an appeal under both procedures.
- (a) Should an employee elect an investigatory hearing regarding the disciplinary action before the Franklin County Civil Service Commission, the matter shall be governed by applicable procedures as contained in the Rules and Regulations of the Franklin County Civil Service Commission.
  - (b) Should an employee elect to grieve a disciplinary action through the provisions of the grievance procedure, the matter shall be handled in accordance with Article 16.

## ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.1 Purpose. The parties recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If, however, a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 16.2 Grievance Defined. A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement between the County and the Union.
- 16.3 Filing. A party who believes that that the other has violated this Agreement may file a grievance and apply for relief under the provisions of this Article. The grievant's Union Steward may attend the arbitration hearing without loss of pay, when the Steward's presence is necessary as a witness.
- 16.4 Time Limits. The time limitations provided are essential to the prompt and orderly resolution of any grievance, and each party shall abide by the time limitations unless waived or extended by mutual agreement of the parties. If a party fails to file a grievance within ten (10) calendar days of its occurrence, then such dispute and grievance shall be forever waived. If a matter involves disciplinary action then any party must file either a written demand for an investigatory hearing before the Civil Service Commission or a grievance within ten (10) calendar days from the date of such disciplinary action, otherwise such appeal or grievance is forever waived. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response of the party against whom the grievance was filed.
- 16.5 Informal Resolution. A grievance may be verbally presented by an aggrieved employee to the employee's immediate supervisor at any time prior to Step 1. The employee shall have the option of being accompanied by his Union representative. The immediate supervisor shall respond within five (5) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a

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formal grievance in accordance with this Article at Step 1 under the following procedure which, in any case, shall commence within ten (10) calendar days of the occurrence which gives rise to the grievance.

16.6 Grievance Procedure. The formal grievance procedure shall be as follows:

Step 1: The grievance shall be presented in written form to the employee's division head within ten (10) calendar days from the disciplinary action or occurrence. Since disciplinary action is not final unless approved by the Sheriff, a grievance based on discipline may be presented in written form within ten (10) calendar days from notification of imposition of discipline directly at Step 2 of the grievance procedure. The written grievance shall state the facts giving rise to the grievance, identify the articles of the contract that the party believes have been violated, and state the remedy desired.

Step 2: If the grievance is not resolved to the satisfaction of the concerned parties at Step 1, then within ten (10) calendar days of their response in Step 1, above, the grievance, in written form, shall be presented to the Sheriff, unless the grievance is one which has been initiated at Step 2. Thereafter, the Sheriff shall respond in writing to the aggrieved employee within ten (10) calendar days after receipt of the grievance.

Step 3:

- (a) Final and Binding Arbitration: If the grievance has not been resolved at Step 2, either party to this Agreement may refer the grievance to final and binding arbitration.
- (b) Notice – Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within ten (10) calendar days after receipt of the Step 2 response.
- (c) Arbitrator Selection: After timely notice, the parties will select an arbitrator in the following manner:
  - (i) The Union representative and the County will attempt to mutually agree on an arbitrator within ten (10) days after receipt of the request for arbitration. If the parties can mutually agree on an arbitrator, the hearing will be held at the earliest possible mutually agreeable date. If the parties cannot agree on a neutral arbitrator, the provisions of paragraph (ii) will be implemented.
  - (ii) In the event the parties do not mutually agree on a arbitrator, either party may request that the Public Employment Relations Commission (PERC) submit a list of thirteen (13) names from the PERC register. If the parties cannot mutually agree on a neutral arbitrator from the list of thirteen (13), then the parties shall flip a coin. The parties shall alternately strike names and the remaining name shall be the arbitrator.
- (d) Decision – Time Limit. The grievance shall be heard by the designated arbitrator at the earliest possible date after the



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selection. After completion of the hearing, a decision shall be entered within thirty (30) calendar days, or as soon as possible thereafter, unless an extension of time is agreed. Any decision of the arbitrator shall be final and binding on the parties, unless contrary to public policy or in excess of the arbitrator's authority herein provided for.

(e) Limitations, Scope and Power of Arbitrator.

- (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- (ii) The power of the arbitrator shall be limited to interpretation and application of the terms of this Agreement or to determine whether there has been a violation of the terms of the Agreement by either the County or the Union.
- (iii) The arbitrator shall consider and decide only the issue raised in Step 1 and/or Step 2 when the grievance was first initiated.
- (iv) The arbitrator shall not have the authority to consider additions, variations and/or subsequent grievances beyond the grievance submitted at Step 1 or Step 2.

(f) Arbitration Award – Damages – Expenses:

- (i) Arbitration awards shall not extend beyond the date of the occurrence upon which the grievance is based, that date being ten (10) working days or less prior to the initial filing of the grievance.
- (ii) The arbitrator may retain jurisdiction of the grievance until such time as the award has been complied with in full.
- (iii) The arbitrator shall have no authority to award damages in any form except to remedy loss of earnings due to a violation of this agreement.
- (iv) In the event that either party determines that the arbitration award was made beyond the jurisdiction of the arbitrator or that the arbitration award was clearly erroneous or that the arbitration award was arbitrary, capricious and unreasonable in light of the evidence presented, then such party shall declare the basis for its decision not to comply with the arbitration award and the parties thereafter are free to pursue available remedies in the Superior Court.
- (v) Each party hereto shall pay expenses and costs it incurs as associated with the presentations of their case. The cost of the arbitrator shall be shared equally by the parties. In connection with grievance and arbitration pursuant to Article 16, the County and the Union shall each be responsible for

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its own attorneys' fees; the County and the Union expressly waive any right to recover attorneys' fees pursuant to RCW 49.48.030 or any other statutory provision. Further, expenses for arbitrator's services in the proceedings shall be borne equally by the County and the Union. However, each party shall be responsible for any other expenses incurred.

- (vi) If the parties agree in advance, or if both parties decide to obtain a transcript, then the expense of the court reporter and transcript shall be shared equally.

## ARTICLE 17 – UNIFORMS AND FOOTWEAR

- 17.1 Designation of Uniforms. The Sheriff may determine and establish the uniforms Dispatchers and Clerical personnel.
- 17.2 Uniform Issue. If uniforms are required for employees of the bargaining unit, uniforms provided by the Sheriff's Office to Dispatch and Clerical employees shall include:
- |           |  |
|-----------|--|
| Clerical: | Four (4) shirts (long or short sleeve) |
|           | Four (4) pants or skirts               |
|           | One (1) vest                           |
|           | One (1) jacket                         |
| Dispatch: | Four (4) shirts (long or short sleeve) |
- 17.3 Footwear. The County will pay employees \$55.00 per year as a footwear allowance.

## ARTICLE 18 – WAIVER OF PORTION OF AGREEMENT

The expressed provision of this Agreement may not be waived except by mutual agreement of the Union and the County. Neither County or Union will ask for or accept a voluntary waiver by an employee without prior consent of the other party.

## ARTICLE 19 – SAVINGS CLAUSE

All expenditures and obligations imposed hereunder must meet requirements of Washington law. This Agreement shall in all respects, wherever the same may be applicable herein, be subject and subordinate to the ordinances of the County and regulations within its statutory jurisdiction, and shall further be subject and subordinate to the statutes of the State of Washington. Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated section or portion thereof.

## ARTICLE 20 – STRIKES AND LOCKOUTS

- 20.1 Strikes Prohibited. The County and the Union agree that the public interest requires the efficient and uninterrupted performance of all County services. To this end both pledge their best efforts to avoid or eliminate any conduct contrary

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to the objective: Neither the Union nor the employees shall cause, condone or participate in any strike or work stoppage, slow down or other interference with County functions by employees of the County, and should the same occur, the Union agrees to take appropriate steps to end such interference immediately.

- 20.2 Discharge of Violations. The Sheriff or designee may discharge and/or discipline any employee who violates Section 20.1. No employee shall be entitled to any pay and/or benefits for the period in which he/she engaged in any strikes, slowdowns, work stoppages or other interference with work.
- 20.3 Injunctions and Damages for Violations. Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Article.
- 20.4 Lockout Prohibited. No lockout of employees shall be instituted by the County during the term of this Agreement.

## ARTICLE 21 – HEALTH INSURANCE

21.1 Health and Welfare Benefits. Effective January 1, 2006, the County will contribute up to a maximum of Six Hundred Forty-Five and no cents/100 Dollars (\$645.00) towards the medical, dental, vision, and life insurance plans made available by the County for Employee and dependent coverage, in amounts set forth below. For the years 2007 and 2008, the County contribution will increase by 100% of the increase for the employee only coverage of the County's lowest premium plan.

The difference between the premiums for plans selected by the employee and the amount of County contribution, if greater, may be paid to the employee's VEBA account if the employee so elects. The County shall offer the following insurance, or plans with substantially the same range of benefits:

Medical, premium up to \$567.01  
Dental, premium up to \$59.90  
Vision, premium up to \$13.53  
Life Insurance, premium up to \$4.56

Co-payment of Premium. Any amounts in excess of the County's maximum contribution, as established above, necessary to pay the medical premium for the employee and/or dependent medical plan shall be the sole responsibility of the employee by payroll deduction.

- 21.2 VEBA Contributions. An employee who elects health and welfare benefits with a cost less than the County's insurance cost cap set forth in Section 21.1 may direct that the difference be paid as a VEBA contribution.
- 21.3 Changes. The County shall determine which insurance programs and benefits may be continued or implemented periodically. If there are changes in the insurance programs, the County will notify the Union. Such notification shall not diminish the right of the County to change the benefit structure, benefit level and/or premium level, nor the right of the Union to demand to bargain over the impacts of the changes. If the insurance company or companies providing the above-referenced benefits notifies the County of changes in the premium structure and/or benefit levels, then and in that event the Union and employees shall comply with such changes if requested to do so by the County.

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- 21.4 Employee Insurance Disputes. The Union and/or the employee will indemnify and hold the County harmless from any and all claims made and against any and all suits instituted, against and insurance carrier regarding any disagreement with said carrier relating to claims and/or coverage. Any and all disputes or disagreements and/or claims regarding insurance claims and/or coverage are not grievable by the Union and/or the employee.

## ARTICLE 22 – SALARIES AND CLASSIFICATIONS

- 22.1 Wages. Classifications for Dispatch Personnel and Clerical Personnel, together with equivalency service shall be as provided in "Appendix A" which are attached hereto and incorporated herein by this reference.

Effective January 1, 2006, the 2005 Salary Schedule will be increased by a 2.69% COLA for the year 2006 based upon 89.7% of the CPI-W-West-B/C 12 month period ending July 31 and will be attached as Addendum "A." Effective January 1, 2007, the 2006 Salary Schedule will be increased for the year 2007 by a COLA in an amount no less that 1.5% and no greater than 3.5% based upon the CPI-W-West-B/C 12 month period ending July 31 minus any employer paid medical benefit increase and to be incorporated by reference. Effective January 1, 2008, the 2007 Salary Schedule will be increased for the year 2008 by a COLA in an amount no less that 1.5% and no greater than 3.5% based upon the CPI-W-West-B/C 12 month period ending July 31 minus any employer paid medical benefit increase and to be incorporated by reference.

For years 2007 and 2008 the final percentage of the COLA amount will take into consideration medical benefit increases and/or decreases in order to achieve a desired 100% COLA. See Appendix "B".

- 22.2 Retroactivity. Active Employees will receive retroactive wages effective January 1, 2006 based on Appendix "A" with the COLA adjustment.

## ARTICLE 23 – PAYROLL ADMINISTRATION

- 23.1 Payday. All employees shall be paid semi-monthly. Deductions shall be those required by law or employee authorization in writing.
- 23.2 Payroll Statement. The County shall furnish each employee with an itemized statement of earnings and deductions, specifying his/her wage rate, hours paid and other compensation payable to him/her as well as any and all deductions from his/her gross wages for the pay period.
- 23.3 Final Paycheck. Upon termination of employment, the County will pay monies due the employee less necessary adjustments on the pay period following such quit or discharge. Although an employee's entitlements and compensation end on the employee's last scheduled day of work, an employee shall be deemed on leave of absence without pay or benefits until the employee has returned all items of Sheriff's property, and shall not be paid or credited any amount due to the employee until all Sheriff's property issued to the employee has been returned or paid for. This Article shall not limit or restrict other remedies which may be available to the Sheriff.

## ARTICLE 24 – NON-DISCRIMINATION

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The County and the Union agree that they will not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, marital status, sexual orientation, national origin, age, sex, or disability which may be accommodated reasonably.

## ARTICLE 25 – NEGOTIATIONS AND TERM OF AGREEMENT

- 25.1 Term. This Agreement shall be in full force and effect for the period commencing the 1<sup>st</sup> day of the month following signature by the parties, except as otherwise provided in this Agreement, and terminating on December 31, 2008.
- 25.2 Contract Renewal. Negotiations for revisions to the subsequent collective bargaining agreement will take place in accordance with the following suggested schedule; provided, however, said schedule may be revised by mutual agreement of the parties;
- (a) The parties shall establish collective bargaining sessions to commence thereafter on a mutually acceptable basis; and,
  - (b) In the event the parties are unable to reach a mutually acceptable collective bargaining agreement through normal bargaining sessions, then either party may proceed to mediation in accordance with the Rules and Regulations governing the Public Employment Relations Commission. If the parties are unable to reach agreement in mediation and there is an impasse, the County may provide thirty (30) calendar days written notification of its intent to unilaterally implement the final, last and best offer proposed during mediation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted and legal representative on the 5th day of April, 2006.

FOR THE UNION

UNITED STEELWORKER (USW)  
INTERNATIONAL UNION,  
LOCAL NO. 12-369

  
Karen Alexander, Recording  
Secretary- Staff Representative

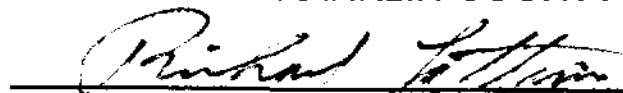
NEGOTIATIONS COMMITTEE:

  
Sandra Schroeder, Chief Steward

  
Barbara Hart, Steward

FOR THE COUNTY

SHERIFF OF FRANKLIN COUNTY

  
Richard Lathim, Sheriff

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Bob Koch, County Commissioner

  
Neva Corkrum, County Commissioner

  
Frank Brock, County Commissioner

  
Fred Bowen, Chief Negotiator

APPENDIX A – 2006 Salary Schedule (Includes 2.69% COLA)

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
35 Clerks	Annual	27,333	28,016	28,716	29,434	30,170	30,924	31,697	32,489	33,301	34,134	34,987	35,862	36,759	37,678
	Monthly	2,278	2,335	2,393	2,453	2,514	2,577	2,641	2,707	2,775	2,845	2,916	2,989	3,063	3,140
	Semi	1,139.00	1,167.50	1,196.50	1,226.50	1,257.00	1,288.50	1,320.50	1,353.50	1,387.50	1,422.50	1,458.00	1,494.50	1,531.50	1,570.00
	Hourly	13.14	13.47	13.81	14.15	14.50	14.87	15.24	15.62	16.01	16.41	16.82	17.24	17.67	18.11
	O.T.	19.71	20.20	20.71	21.23	21.76	22.30	22.86	23.43	24.02	24.62	25.23	25.86	26.51	27.17
38 Dispatchers	Annual	29,434	30,170	30,924	31,697	32,489	33,301	34,134	34,987	35,862	36,759	37,678	38,620	39,586	40,576
	Monthly	2,453	2,514	2,577	2,641	2,707	2,775	2,845	2,916	2,989	3,063	3,140	3,218	3,299	3,381
	Semi	1,226.50	1,257.00	1,288.50	1,320.50	1,353.50	1,387.50	1,422.50	1,458.00	1,494.50	1,531.50	1,570.00	1,609.00	1,649.50	1,690.50
	Hourly	14.15	14.50	14.87	15.24	15.62	16.01	16.41	16.82	17.24	17.67	18.11	18.57	19.03	19.51
	O.T.	21.23	21.76	22.30	22.86	23.43	24.02	24.62	25.23	25.86	26.51	27.17	27.85	28.55	29.26

EXHIBIT 10

Under special circumstances and within the guidelines of the Civil Service Rules, the Sheriff may start an employee at one of the higher salary steps based on qualifications and prior experience.

For salaries, the following may be considered as equivalent to service in the Franklin County Sheriff's Department:

1. A college degree of four years equivalent to two years service.
2. Completion of three years college in courses leading to a degree equivalent to one and one-half years service.
3. Completion of two years college in courses leading to a degree equivalent to one year in service. College courses typically considered for equivalency service would include, but not limited to: Police Science, Criminal Justice, Sociology, Political Science and Psychology. Any other courses for equivalency purposes to be considered, will be at the discretion of the Sheriff.
4. Satisfactory service with another Police agency or law enforcement agency, or related experience, may at the discretion of the Sheriff, be substituted for Franklin County Sheriff's Department Service.

April 5, 2006

**APPENDIX "B" – COLA COMPUTATION EXAMPLES**

<b>For Example, for year 2006</b>		
2.69% Wage Increase is	89.7%	Of the 3% COLA
Employer Insurance is	10.3%	Of the 3% COLA
<b>TOTAL PERCENTAGE PACKAGE</b>	<b>100.0%</b>	<b>Of the 3% COLA</b>

For example purposes only, let us use an Insurance Increase of \$30 with the same 3% COLA:

<b>For Example, for year 2007</b>		
2.85% Wage Increase is	95.3%	Of the 3% COLA
Employer Insurance is	4.7%	Of the 3% COLA
<b>TOTAL PERCENTAGE PACKAGE</b>	<b>100.0%</b>	<b>Of the 3% COLA</b>

**APPENDIX "C" – HIGH ABSENTEEISM PROGRAM**

1. Absenteeism Practices. The ability to attend work regularly and with reliability is regarded as a job requirement. The County may examine the total sick leave usage of each employee periodically. If use of sick time by an employee appears excessive, the County may examine the employee's sick leave reports and conduct any further investigation necessary to identify the cause(s) of the sick leave. When an employee's pattern of sick leave usage appears excessive, the County may require the employee to furnish a doctor's certificate for each incident of sick leave use. This requirement shall be for a designated period of time not to exceed ninety (90) days and may be reviewed if there continues to be a pattern of sick leave misuse.
2. High Absenteeism Criteria. Employee's use of sick leave under a combination of the following illustrative criteria may indicate a pattern of high absenteeism (subject to consideration of extenuating circumstances, such as family illness):
  - A. A zero balance of sick leave or unexplained sudden decline in a stable reserve balance.
  - B. Amount of usage above the yearly average for department personnel.
  - C. Employee return to work after showing signs of outdoor recreation (tan, wind or sun burns).
  - D. When incidents of usage indicate a pattern in conjunction with regular days off, vacation, compensatory time and holidays or other specific pattern usage, including absence in conjunction with undesirable tasks or in retaliation.
  - E. Employee's reasons are consistently vague or general; colds, flu, backache or upset stomach.
  - F. Frequency of absences, unreported absences, one day absences, one hour (short) leave blocks at the start or end of the shift.
  - G. Regardless of the employee's annual amount of accrued sick leave, any combination of these items may indicate a pattern of excessive absenteeism.
  - H. Factors not be considered as excessive absenteeism are:
    1. Pregnancy, surgery and/or doctor ordered confinement.
    2. District Industrial Accident Leave, or non-compensable, city-service connected occupational illness.
    3. Authorized leaves, unless the particular leave appears to be based on an inappropriate use of characterization of illness or disability.



## RESOLUTION 2006 - 187

3. Employees Responsibility Under Notification of Possible Misuse. An employee who has been served with a notice of excessive absenteeism may be required to do the following:
  - A. Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, or facts upon which the claim of entitlement for sick leave is based.
  - B. Remain at home, at the location of treatment or therapy, or en route between these locations, unless released by the County for greater activity due to the nature of the illness or injury. Be available for call or visit by a supervisor.
  - C. Submit to a medical evaluation by a physician to determine the fitness for duty and the bona fides of the illness, injury or disability and/or prognosis for return to work at full or limited duty.
  - D. For incidents of sick leave, the employee shall provide to the County a Physician's Certificate for each incident of illness as requested. Employees who fail to provide a Physician's Certificate upon return to work from sick leave are subject to disciplinary action.
4. Creative and Disciplinary Action. Appropriate corrective and/or disciplinary action available under this Agreement for the offense of misuse of sick leave may be imposed. The parties recognize that, notwithstanding the County's sick leave plan, the ability of an employee to attend work regularly is a job requirement.

**APPENDIX "D"****FRANKLIN COUNTY – SHERIFF'S CLERICAL AND DISPATCH EMPLOYEES  
POSITION CLASSIFICATION REVIEW POLICY (USED IN CONJUNCTION WITH THE CIVIL  
SERVICE RULES)****I. PURPOSE**

It has come to the attention of the Franklin County Commissioners the need for a new position classification, an existing position classification review and a current position reclassification procedure. The Board's purpose is to achieve an efficient and equitable process for defining, filling and compensating positions. Consistent with this purpose, the classification system groups like or similar positions into appropriate classifications which are sufficiently similar with respect to duties, responsibilities, qualifications, knowledge, skills, and abilities. This policy covers the Bargaining unit whose classifications are currently placed on the standardized Franklin County pay plan.

**CLASSIFICATION DESCRIPTIONS** - written descriptions of each job classification in the plan consisting of class title, distinctions from other related classifications, a general statement of duties and responsibilities, key or core duties and responsibilities, supervision received and authority, qualifications required and desired in terms of education, experience, training, knowledge, skills and abilities required; working environment and conditions, physical demands of the job and other relevant information.

**II. NEW POSITIONS, EXISTING POSITION REVIEW AND RECLASSIFIED POSITIONS**

Whenever the duties and responsibilities of an existing position are so changed or proposed to be changed, or when it otherwise becomes questionable whether the position should be allocated to a different classification or grade on the salary schedule, the Elected Official or Department Head may request that the position go through the process of classification review. Employees may also request, in writing, to their Elected Official or Department Head that the position be reviewed.

All proposed classification reviews shall be presented to the County Administrator prior to the process beginning. The County Administrator will then request the Human Resources Director to begin the process.

By recommendation from the County Administrator the Human Resource Director shall review all requests to determine whether they are complete as per Step 1 – Classification Review Requests. Requests determined incomplete shall be returned to the employee and/or department head with supporting justification. If a request is determined to be complete, the Human Resources Director shall, in coordination with the affected department, prepare a new/revised classification along with a recommended salary range. This information will then be submitted to the Classification Review Committee

The Bargaining Classification Review Committee shall be comprised of two (2) county management representatives and (2) union representatives. The Classification Review Committee does not have the authority to bind in any way the Board of County Commissioners.

These basic guidelines shall be followed:

1. A request for classification review shall be forwarded to the committee only after the Elected Official or Department Head over the position clearly identifies the changes in duties and/or responsibilities that have occurred as a result of reorganization, enhanced job duties, or changes in work complexity.
2. Increases in work volume, outstanding performance, or admirable behavioral traits of the incumbent although valued and important shall not be relevant in a classification audit.
3. If an employee believes that their position is no longer properly classified, the employee may request in writing through their Elected Official or Department Head that a classification audit be performed.
4. Classification changes may have budgetary impacts. Therefore, requests for classification audits should be started and completed before the commencement of the annual budget process. Elected Officials & Department Heads should plan their requests for position classifications reviews so the audits can be completed no later than the first of August each year for consideration in budget requests for the next fiscal year.
5. At any point in the process the reviewing entity or the requester can request additional information be submitted for review.
6. A classification review of a position can be accomplished only upon the completion of Step 1 – Classification Review Request and Step 2 – Classification Audit Process, which follows the outlines below:

**Step 1 – Classification Review Request:** Requests for new classifications, existing classifications and reclassifications shall be submitted in writing to the County Administrator through the employee's Elected Official or Department Head. The following information shall be included in the request:

1. For a new position, a completed Position Analysis Questionnaire (Attachment A) that accurately reflects the education or experience required, as well as the essential duties, responsibilities and activities of the position to be classified.
2. For an existing classification review, a completed Position Analysis Questionnaire (Attachment A) that accurately reflects the education or experience required, as well as the essential duties, responsibilities and activities of the position. A copy of the current job description and placement, justification as to why the Elected Official or Department Head feels the position should be reviewed as well as, why the classification is not properly placed on the standardized Franklin County pay plan shall also be required.
3. Requests for reclassification based on educational requirements must clearly state what additional required education has been completed since the original classification. A copy of the RCW or similar documentation indicating the change in education requirements must be attached. **(Civil Service is an open competitive process which candidates are chosen based on merit, efficiency and fitness by competitive examination and impartial investigation. If a position merits reclassification the Civil Service Rules would have to be followed)**
4. A request for reclassification based on a change in duties must clearly state what the new or additional duties are and why they have been required. A side-by-side Position Analysis

Questionnaire (Attachment B) must be submitted showing the old circumstances in the left column and the changed circumstances in the right column directly opposite so that the differences should be readily apparent.

5. A detailed statement from the requester as to the impact on the department budget if such classification or reclassification were to be granted.
6. Any other factors which are appropriate for the Committee to consider.
7. Submissions not meeting the minimum documentary support required in this section will be returned to the requester.

**Step 2 – Classification Audit Process:** Upon receipt of the Elected Official or Department Head's written request and all other appropriate paperwork, the Human Resource Director shall notify the Classification Review committee of the request. The Classification Review committee conducts a classification audit that shall involve the following steps:

1. Review the classification specification changes;
2. Identify changes in responsibilities that would or would not justify the need to place the position in a higher or lower classification;
3. Compare the duties and responsibilities and hours of work for positions already assigned to the proposed pay grade, the next higher and the next lower pay grade;
4. Outside comparisons to the duties and responsibilities of like positions may be taken into consideration;
5. If the classification or reclassification is appropriate, the Classification Review committee then submits the information and recommendation to the Board of County Commissioners and the affected Elected Official or Department Head;
6. The Board of County Commissioners receives and considers the recommendations and determines the proper action. If approved the procedure outlined in Step 3 is followed; if denied the affected Elected Official or Department Head is notified in writing.

**Audit Process Timeline:** Classification audits shall be accomplished in a timely fashion. The audit and the response explaining the recommended action should be delivered to the appropriate parties within a reasonable time, generally within sixty (60) working days of receiving the request.

**Appeal Process & Timeline:** Any Elected Official, Department Head or employee affected by the classification of a position may file a written request for reconsideration with the Human Resources office within 10 working days of when the classification or reclassification is denied. The Human Resources office will forward the appeal to the reclassification committee for review. The findings of the reclassification committee will be presented to the Board of Commissioners, the supervisor and the employee concerned. The appeal process shall be completed within 60 days of filing the appeal. The decision of the Board of Commissioners shall be final.

**Step 3 – Process for Approved Requests:**

1. The Human Resources Department will be notified to process the change of status if the classification or reclassification is approved by the Board of County Commissioners. If the position is a reclassification the old position description and placement will be replaced with the new position description and placement.
2. The affected Elected Official or Department Head and employee(s) shall be notified of the Board of County Commissioner's decision.
4. The incumbent employee(s) in the existing classification, if qualified, will be placed directly into the new classification. If not qualified, the incumbent(s) will be allowed one (1) year to become qualified.
5. If the new classification has a higher pay grade, the employee will be paid at the nearest step in the new grade which provides a minimum increase of 2.5%. Reclassified employees will receive a new step date commencing at the date of reclassification.
6. If the new classification has a lower pay grade, the employee will be paid at the step of the new grade at or nearest to their current salary. In the event the current salary is the same as the new rate the employees step date will remain the same, if the nearest step is higher the employee will receive a new step date commencing at the date of reclassification.

Date: \_\_\_\_\_

## FRANKLIN COUNTY

## POSITION ANALYSIS QUESTIONNAIRE – ATTACHMENT A

1. Job Title:

\_\_\_\_\_

2. Department:

\_\_\_\_\_

3. Work Hours: Total Annual \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

4. Describe the major purpose or objective of this job. Why does this job exist?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_5. What skills and knowledge are needed in order to perform this job?\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(What specific skills or knowledge are required?)

6. Is there any education or training (initial or ongoing) required to perform this job? Why?\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_7. What type of previous work experience is necessary to perform this job? Why?\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(What prior work accomplishments are required for this job?)

8. List any certificates or licenses are required in order to perform this job.

\_\_\_\_\_

9. What employee/positions do you directly supervise?

a. Position: \_\_\_\_\_ % of Time Spent

b. Position: \_\_\_\_\_ % of Time Spent

c. Position: \_\_\_\_\_ % of Time Spent

d. Position: \_\_\_\_\_ % of Time Spent

e. Position: \_\_\_\_\_ % of Time Spent

Do you have authority to hire or fire?

☐ Yes ☐ No

Authorize vacation?

☐ Yes ☐ No

Authorize leave of absence?

☐ Yes ☐ No

Issue warnings?

☐ Yes ☐ No

10. Describe the extent to which this job requires the use or preparation of confidential information. Indicate the type of information, the reason for discretion and the effect of disclosure.

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11. Describe the duties and responsibilities of this position that are regular and on-going. Indicate what is done, how it is done and why it is done. Estimate the annual number of hours, weeks or months you spend on each duty. Start with the most time consuming activity.

a. \_\_\_\_\_  
 \_\_\_\_\_

Is this duty an essential element of the job?\*

☐ Yes ☐ No

Is this a seasonal duty?

☐ Yes ☐ No

Annual Time Spend (hours, weeks, months) \_\_\_\_\_ Circle One

b. \_\_\_\_\_  
 \_\_\_\_\_

Is this duty an essential element of the job?\*

☐ Yes ☐ No

Is this a seasonal duty?

☐ Yes ☐ No

Annual Time Spend (hours, weeks, months) \_\_\_\_\_ Circle One

c. \_\_\_\_\_  
 \_\_\_\_\_

Is this duty an essential element of the job?\*

☐ Yes ☐ No

Is this a seasonal duty?

☐ Yes ☐ No

Annual Time Spend (hours, weeks, months) \_\_\_\_\_ Circle One

d.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Is this duty an essential element of the job?\* ☐ Yes ☐ No  
 Is this a seasonal duty? ☐ Yes ☐ No  
 Annual Time Spend (hours, weeks, months) \_\_\_\_\_ Circle One

e.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Is this duty an essential element of the job?\* ☐ Yes ☐ No  
 Is this a seasonal duty? ☐ Yes ☐ No  
 Annual Time Spend (hours, weeks, months) \_\_\_\_\_ Circle One

f.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Is this duty an essential element of the job?\* ☐ Yes ☐ No  
 Is this a seasonal duty? ☐ Yes ☐ No  
 Annual Time Spend (hours, weeks, months) \_\_\_\_\_ Circle One

12. Describe one or two of the most complex problems faced in performing this job.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

13. What kind of errors are possible on this job? And, if an error is made, what effect will it have on this job or the job of others?

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

14. Identify your immediate Supervisor:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

\*An essential element is a job function that must be accomplished or the mission of the job cannot be accomplished. For example: typing is an essential for a job that requires all materials to be typed, but typing is not essential if hand-written work is acceptable. A drivers license is not essential if the basic job can be accomplished without one.

15. Describe the nature and extent of supervision or guidance received from the supervisor (be specific). To whom do you give your work after you have completed it?

\_\_\_\_\_



16. Is supervision received from anyone other than the immediate supervisor? ☐ Yes ☐ No (If yes, complete 16.a & 16.b)

a. Name \_\_\_\_\_ Position: \_\_\_\_\_

b. Describe the nature and extent of supervision or guidance received (be specific).

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17. Other than your supervisor, do you obtain authority or approval from others? Describe.

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18. Describe the amount of freedom of choice allowed in performing this job.

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19. Describe the communication skills required to properly perform this job. Consider cooperation, courtesy, patience, persuasion, tact, trust, understanding, etc. How are the skills used on the job?

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20. List the work related contacts that this job requires you to make with others within and outside the department. Indicate the type and amount of public contact required.

a. Purpose of contact: \_\_\_\_\_

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With Whom: \_\_\_\_\_

Method: ☐ In Person ☐ Memo ☐ Letter ☐ Phone (Put X in all used)

b. Purpose of contact: \_\_\_\_\_

---

With Whom: \_\_\_\_\_

Method: ☐ In Person ☐ Memo ☐ Letter ☐ Phone (Put X in all used)

c. Purpose of contact: \_\_\_\_\_

With Whom: \_\_\_\_\_

Method: ☐ In Person ☐ Memo ☐ Letter ☐ Phone (Put X in all used)

21. Describe the work environment of this job. Consider such elements as facilities, noise, interruptions, temperature, travel, personal safety, etc.

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22. List any equipment, tools, vehicles, and/or machines used to perform this job.

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23. Describe the amount of fortitude, stamina, tenacity, and minimum mental or cognitive abilities required to do the job and list one or two brief samples.. Examples are mental activities such as comprehension, attention span, alertness, reading ability, mathematical ability, etc.

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24. Is this job involved in emergency response? If yes, describe the mental affects of the emergency conditions.

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25. Physical Demands:

- a. How much on-the-job time is spent in the following physical activities?  
Show the amount of time by checking the appropriate boxes below.

Amount of Time

	None	Up to 1/3	1/3 to 2/3	2/3 & More	How Far
Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talk or hear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Use hands to finger, handle or feel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climb or balance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Stoop, kneel, crouch, or crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach with hands and arms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Taste or smell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- b. Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate boxes below.

Amount of Time

	None	Up to 1/3	1/3 to 2/3	2/3 & More
Up to 10 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 25 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 50 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 100 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
More than 100 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does this weight have to be carried?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes How Far?	

- c. Does this job have any special vision requirements? Check all that apply.

- ☐ Close Vision (clear vision at 20 inches or less).  
☐ Distance Vision (clear vision at 20 feet or more).  
☐ Color Vision (ability to identify and distinguish colors).  
☐ Peripheral Vision (ability to observe an area that can be seen up & down or to the left & right while eyes are fixed on a given point).  
☐ Depth Perception (three-dimensional vision, ability to judge distances and spatial relationships).  
☐ Ability to Adjust Focus (ability to adjust the eye to bring an object into sharp focus).  
☐ Ability to Read Small Print (8pt or less).  
☐ Night Vision required.  
☐ No Special Vision Requirements.

- d. Make notes on the specific job duties that require the physical demands selected above. Describe the overall normal physical effort required to do this job. (Lifting, bending, climbing, etc.)

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26. List any other comments relating to this job duties and responsibilities.

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7

**FRANKLIN COUNTY**  
**POSITION ANALYSIS QUESTIONNAIRE – ATTACHMENT B**  
**(Reclassification Request)**

**CURRENT P.A.Q.****PROPOSED NEW P.A.Q.****1. Job Title**

<b>Current:</b>	<b>Proposed New:</b>
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**2. Department:****3. Work Hours:**

Total Annual	Start Time:	End Time:	Total Annual	Start Time:	End Time:
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**4. Describe the major purpose or objective of this job. Why does this job exist?**

--	--

**5. What skills and knowledge are needed in order to perform this job (what specific skills or knowledge are required):**

--	--

**6. Is there any education or training (initial or ongoing) required to perform this job? Why:**

--	--

**7. What type of previous work experience is necessary to perform this job? Why?  
(What prior work accomplishments are required for this job?)**

--	--

**8. List any certificates or licenses that are required in order to perform this job.**

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**9. What employee/positions does this job directly supervise?**

<table style="width: 100%;"> <tr> <td style="width: 30%;">a. Position:</td> <td style="width: 40%;">%</td> <td style="width: 30%;">of Time Spent</td> </tr> <tr> <td>b. Position:</td> <td>%</td> <td>of Time Spent</td> </tr> <tr> <td>c. Position:</td> <td>%</td> <td>of Time Spent</td> </tr> <tr> <td>d. Position:</td> <td>%</td> <td>of Time Spent</td> </tr> </table>	a. Position:	%	of Time Spent	b. Position:	%	of Time Spent	c. Position:	%	of Time Spent	d. Position:	%	of Time Spent	<table style="width: 100%;"> <tr> <td style="width: 30%;">a. Position:</td> <td style="width: 40%;">%</td> <td style="width: 30%;">of Time Spent</td> </tr> <tr> <td>b. Position:</td> <td>%</td> <td>of Time Spent</td> </tr> <tr> <td>c. Position:</td> <td>%</td> <td>of Time Spent</td> </tr> <tr> <td>d. Position:</td> <td>%</td> <td>of Time Spent</td> </tr> </table>	a. Position:	%	of Time Spent	b. Position:	%	of Time Spent	c. Position:	%	of Time Spent	d. Position:	%	of Time Spent
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c. Position:	%	of Time Spent																							
d. Position:	%	of Time Spent																							
Authority to hire or fire? <input type="checkbox"/> Yes <input type="checkbox"/> No Authorize vacation? <input type="checkbox"/> Yes <input type="checkbox"/> No Authorize leave of absence? <input type="checkbox"/> Yes <input type="checkbox"/> No Issue Warnings? <input type="checkbox"/> Yes <input type="checkbox"/> No	Authority to hire or fire? <input type="checkbox"/> Yes <input type="checkbox"/> No Authorize vacation? <input type="checkbox"/> Yes <input type="checkbox"/> No Authorize leave of absence? <input type="checkbox"/> Yes <input type="checkbox"/> No Issue Warnings? <input type="checkbox"/> Yes <input type="checkbox"/> No																								

10. Describe the extent to which this job requires the use or preparation of confidential information. Indicate the type of information, the reason for discretion and the effect of disclosure.

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11. Describe the duties and responsibilities of this position that are regular and on-going. Indicate what is done, how it is done and why it is done. Estimate the annual number of hours, weeks or months you spend on each duty. Start with the most time consuming activity.

<p>a.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>	<p>a.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>
<p>b.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>	<p>b.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>
<p>c.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>	<p>c.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>
<p>d.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>	<p>d.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>
<p>e.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>	<p>e.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>
<p>f.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>	<p>f.</p> <p>Is this duty an essential element of the job? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is this seasonal duty? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual Time Spent (hours, weeks, months)</p> <p>Circle One</p>

12. Describe one or two of the most complex problems faced in performing this job.

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13. What kind of errors are possible on this job? And, if an error is made, what effect will it have on this job or the job of others?

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<p><b>With Whom:</b></p> <p><b>Method:</b> <input type="checkbox"/> In Person <input type="checkbox"/> Memo <input type="checkbox"/> Letter <input type="checkbox"/> Phone (Put X in all used)</p>	<p><b>With Whom:</b></p> <p><b>Method:</b> <input type="checkbox"/> In Person <input type="checkbox"/> Memo <input type="checkbox"/> Letter <input type="checkbox"/> Phone (Put X in all used)</p>
<p><b>c. Purpose of contact:</b></p> <p><b>With Whom:</b></p> <p><b>Method:</b> <input type="checkbox"/> In Person <input type="checkbox"/> Memo <input type="checkbox"/> Letter <input type="checkbox"/> Phone (Put X in all used)</p>	<p><b>c. Purpose of contact:</b></p> <p><b>With Whom:</b></p> <p><b>Method:</b> <input type="checkbox"/> In Person <input type="checkbox"/> Memo <input type="checkbox"/> Letter <input type="checkbox"/> Phone (Put X in all used)</p>

21. Describe the work environment of the job. Consider such elements as facilities, noise, interruptions, temperature, travel, personal safety, etc.

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22. List any equipment, tools, vehicles, and/or machines used to perform the job.

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23. Describe the amount of fortitude, stamina, tenacity, and minimum mental or cognitive abilities required to do the job and list one or two brief samples. Examples are mental activities such as comprehension, attention span, alertness, reading ability, mathematical ability, etc.

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24. Is this job involved in emergency response? If yes, describe the mental affects of the emergency conditions.

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**25. Physical Demands:**

a. How much on-the-job time is spent in the following physical activities?

Amount of Time

	None	Up to 1/3	1/3 to 2/3	2/3 & More	How Far
Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talk or hear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climb or balance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stoop or kneel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crouch or crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach with hands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach with arms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Taste or smell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

b. Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate boxes below.

Amount of Time

	None	Up to 1/3	1/3 to 2/3	2/3 & More	
Up to 10 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Up to 25 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Up to 50 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Up to 10 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
100 lbs or more	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Does this weight have to be carried? ☐ Yes ☐ No

If yes, how far?

a. How much on-the-job time is spent in the following physical activities?

Amount of Time

	None	Up to 1/3	1/3 to 2/3	2/3 & More	How Far
Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talk or hear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Climb or balance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stoop or kneel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crouch or crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach with hands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reach with arms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Taste or smell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

b. Does this job require that weight be lifted or force be exerted? If so, how much and how often? Check the appropriate boxes below.

Amount of Time

	None	Up to 1/3	1/3 to 2/3	2/3 & More	
Up to 10 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Up to 25 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Up to 50 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Up to 10 pounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
100 lbs or more	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Does this weight have to be carried? ☐ Yes ☐ No

If yes, how far?

c. Does this job have any special vision requirements? Check all that apply.

- ☐ Close Vision (clear vision at 20 inches or less).  
☐ Distance Vision (clear vision at 20 feet or more).  
☐ Color Vision (ability to identify and distinguish colors).  
☐ Peripheral Vision (ability to observe an area that can be seen up & down or to the left & right while eyes are fixed on a given point).  
☐ Depth Perception (three-dimensional vision, ability to judge distance and spatial relationships).  
☐ Ability to Adjust focus (ability to adjust the eye to bring an object into sharp focus).  
☐ Ability to Read Small Print (8pt or less).  
☐ Night Vision Required.  
☐ No Special Vision Requirements.

c. Does this job have any special vision requirements? Check all that apply.

- ☐ Close Vision (clear vision at 20 inches or less).  
☐ Distance Vision (clear vision at 20 feet or more).  
☐ Color Vision (ability to identify and distinguish colors).  
☐ Peripheral Vision (ability to observe an area that can be seen up & down or to the left & right while eyes are fixed on a given point).  
☐ Depth Perception (three-dimensional vision, ability to judge distance and spatial relationships).  
☐ Ability to Adjust focus (ability to adjust the eye to bring an object into sharp focus).  
☐ Ability to Read Small Print (8pt or less).  
☐ Night Vision Required.  
☐ No Special Vision Requirements.

d. Make notes on the specific job duties that require the physical demands selected above. Describe the overall normal physical effort required to do the job. (Lifting, bending, climbing, etc.)	d. Make notes on the specific job duties that require the physical demands selected above. Describe the overall normal physical effort required to do the job. (Lifting, bending, climbing, etc.)
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26. List any other comment relating to the job duties and responsibilities:

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YOUR NAME:

DATE:

YOUR TITLE:

Thank you for completing this questionnaire.

April 5, 2006



*Jerry Roach*  
**DISTRICT COURT JUDGE**  
email: Jroach@co.franklin.wa.us

## **Franklin County District Court**

**1015 N. 4<sup>th</sup> Ave Pasco, WA 99301**

**Office (509) 545-3597**

**FAX (509) 545-3588**

RECEIVED  
COUNTY ADMINISTRATOR

MAR 31 2006

March 28, 2006

Fred Bowen  
Franklin County Administrator  
412 W Clark  
Pasco, WA 99301

### **Re Probation Funds**

Dear Fred:

The purpose of this letter is to follow up a conversation we had several months ago regarding RCW 10.64.120(3), which governs the collection and use of Probation Fees. As we discussed, the statute states that revenues raised under this section shall be used to fund programs for misdemeanor probations services and shall be in addition to those funds provided in RCW 3.62.050. I had expressed my concern regarding how the funds were being disbursed and was assured by the commissioners that the probations funds were being used as the Statute intended.

I recently reviewed the revenues and expenditures of the 270 Probation Budget for the past eleven years and the revenue exceeds the expenditures by over \$293,000.00.

I enclose a copy of the PROBATION ACCUMLATIVE FUNDS grid for your information. I have provided this to you and the Commissioners in prior meetings and was assured that the County's use of the funds returned to

April 5, 2006

current expense (i.e. those funds generated by District Court Probation services and not returned to it or set aside as a dedicated fund for the benefit of Probation services) is legal, appropriate, has withstood the scrutiny of the Washington State Auditors and is being handled properly by the Commissioners. You also assured me that the funds are/have been used by the county for overhead purposes which benefit the Probation department and you would provide me information to that effect. To date I have not received that information.

Please provide it to me at your earliest convenience.

Thank you.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Jerry Roach".

Jerry Roach  
District Court Judge

# PROBATION ACCOUNTING FUND

EXHIBIT 11

April 5, 2006

DATE	REVENUE	EXPENSES	RETURNED TO CURRENT EXPENSE
1995	25,627.00	13,526.64	12,100.36
1996	74,067.01	67,510.41	6,556.60
1997	101,617.71	79,654.77	21,962.94
1998	118,359.54	102,524.17	15,835.37
1999	127,639.38	138,310.60	(10,671.22)
2000	134,717.12	127,054.20	7,662.92
2001	155,600.77	145,567.74	10,033.03
2002	207,456.42	160,345.04	47,111.38
2003	250,249.99	169,580.77	80,669.22
2004	243,950.95	168,387.81	75,563.14
2005	194,903.29	167,920.92	26,982.37
Totals	1,634,189.18	1,340,383.07	293,806.11

