

COMMISSIONERS RECORD 47  
FRANKLIN COUNTY  
Commissioners' Proceeding for June 12, 2006

The Honorable Board of Franklin County Commissioners met on the above date. Present for the meeting were Bob Koch, Chair Pro Tem; and Frank H. Brock, Member; Fred Bowen, County Administrator; and Mary Withers, Clerk to the Board. Neva J. Corkrum, Chairman, was absent to attend the Public Risk Management Association (PRIMA) conference in Las Vegas, Nevada.

**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 of **Resolution 2006-301** in the matter of reappointment of Andres Aguirre to the Benton-Franklin Workforce Development Council, representing position B-7 for Vocational Rehabilitation, with said term expiring June 30, 2009. (Exhibit 1)
2. Approval of **Resolution 2006-302** in the matter of reappointment of Mark Reavis to the Benton-Franklin Workforce Development Council, representing position F-24 for Labor, with said term expiring June 30, 2009. (Exhibit 2)
3. Approval of **Resolution 2006-303** in the matter of reappointment of Robert Bertsch to the Benton-Franklin Workforce Development Council, representing position B-14 for Small Business, with said term expiring June 30, 2009. (Exhibit 3)
4. Approval of **Resolution 2006-304** authorizing the Chairman Pro Tem to sign the Equipment Lease Agreement between Franklin County and General Electric Capital Corporation, authorizing the Elections Department to lease a Bizhub 350 copier from Abadan at a cost of \$162 a month, plus tax, to be paid from the Election Equipment Revolving Fund, Number 104-000-001, line item 594.11.64.0001 (Machinery & Equipment). (Exhibit 4)

Second by Mr. Koch. 2:0 vote in favor.

**JUVENILE JUSTICE CENTER (JJC)**

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

Resignation

Ms. Jones is resigning her position at the JJC to take a position at TRAC.

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Janitorial Contract

Ms. Paradis asked for approval of a contract with a janitorial service and a transfer of funds.

**Motion** – Mr. Brock: I move the approval of Resolution 2006-305 as specified. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 5)

**Motion** – Mr. Brock: I move approval in the matter of the county funds regarding transfer of funds in Juvenile Fund 0115-101, Department 171, Juvenile Operations, to Department 172, Facilities. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 6)

Audit

A state auditor is doing an audit on behalf of the Federal government regarding the juvenile Drug Court grant and the adult Drug Court grant as well.

New retirement system

The state is offering a new retirement system for public safety employees. About 70% of the JJC staff are eligible. It's a great plan, rivaling the LEOFF II plan. The cost to the counties is a significant increase. The employer portion increases from the current PERS percentage of 2.44% to 6.76%. There is a potential increased cost of \$46,000 for 2006 if the bulk of the employees choose it and \$136,000 in 2007. The money will have to come from the counties. Franklin County's share will be almost \$13,000 for 2006.

Parent Pay Program

Ms. Paradis is concerned about the amount of staff time the Parent Pay program is taking. She would like to do a full-scale analysis of the program. She told the Board about the requirements of the program.

Data Systems

Ms. Paradis told the Board that Ms. Jones has been the central person to handle the central data systems. She expressed her appreciation for Ms. Jones' work.

**WSU EXTENSION**

WSU Extension Director Kay Hendrickson and Agent Tim Woodward met with the Board.

Resignation

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Mr. Woodward gave the Board a copy of his letter of resignation. He will be working for Columbia Basin College (CBC). Mr. Brock expressed his pleasure that Mr. Woodward will be able to help CBC. Mr. Woodward described some of the projects that he has been working on.

Ms. Hendrickson said Washington State University (WSU) requires an 11-step process to replace Mr. Woodward. She asked the Board for some help to form a committee to let WSU know what we need in the position. Mr. Woodward said forage crops are the number one crop in the county. Mr. Brock volunteered to be on the search committee.

Hay

Mr. Woodward said the Japanese government approved importation of GMO hay. However, buyers in Japan do not want it so export contracts are not including it. There are some field trials of GMO hay at Touchet.

The Board members will be invited to attend a legislative day in July.

The first cutting of hay has been 80% damaged because of rain. Mr. Woodward has worked with the USDA. The first crop is 35% to 40% of the total crop from a field for a year. Having the wet hay laying in windrows also affects quality of future cuttings.

**PUBLIC WORKS**

Engineer Tim Fife met with the Board.

Acceptance of Road 56 North in Short Plat 2004-16

**Motion** – Mr. Brock: I move the approval of Resolution 2006-307 as specified. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 7)

Kahlotus road chip sealing

Mr. Fife said we thought we had arranged for the state to do chip sealing. However, the state does chip sealing by contract and there wasn't any way they could do that legally so they asked us to do it. The county can do the work but we need somebody to pay for it. Mr. Fife has proposed to the City of Kahlotus to use a portion of their ISTEA allocation to pay for the work. The cost is about \$2500. The ISTEA allocation has typically been about \$9000. We would need a letter or some document stating

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Kahlotus will pay for the work. ISTEAs are Federal rural funding. The ISTEAs will be changing to a competitive process in the next few years.

**COUNTY ADMINISTRATOR**

County Administrator Fred Bowen and Human Resources Director Rosie H. Rumsey met with the Board.

Corrections Fire Alarm Protection System

The fire alarm protection system has been failing for awhile. The panel itself now needs to be replaced. The existing fire alarm system does not correspond with the panel so the entire system needs to be switched out. A new system would add fire alarms in the storage area and in the Probation area. Three bids were received from the Small Works Roster by Jail Captain Rick Long. The first bid was for \$70,000. The second bid was for \$65,676.84. The third bid was for \$15,000. Captain Long contacted the bidder, who then returned a bid for \$27,000. The bid was determined to be non-compliant with what is needed. Mr. Bowen asked for approval to install a fire system for \$65,676.84 with funds coming out of the Courthouse Restoration fund.

**Motion** – Mr. Brock: I move for the approval of Resolution 2006-308 in regard to the Advanced Protection Services fire alarm system repair and replacement for a total price of \$65,676.84. Second by Mr. Koch. 2:0 vote in favor. (Exhibit 8) The amount includes tax.

Sale of Commercial Property near TRAC

Mr. Bowen asked the Board about some conditions of sale that would be included. One condition is that construction must begin within three years and be completed within five years or the property reverts back to Franklin County. The Board wants this requirement to be included. They do not want land speculators or developers who will not develop the land in a reasonable amount of time.

The Board said it is okay to remove zoning requirements from the conditions of sale. Purchasers will have to familiarize themselves with the city zoning.

There will be a condition that no hotels will be allowed before 2014.

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The Board will meet in a workshop session to determine the minimum price for each parcel.

**Executive Session** at 10:11 a.m. regarding union negotiations expected to last 30 minutes.

**Open Session** at 10:27 a.m.

Union contract with Sheriff's Deputies for 2004

The Board reviewed a proposed contract for 2004.

**Motion** – Mr. Brock: I move for approval of the 2004 Collective Bargaining Agreement between Franklin County, Franklin County Sheriff, and the United Steelworkers International Local Union 12-369 on behalf of the sheriff's patrol deputies as specified. This is Resolution 2006-306. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 9)

**OTHER BUSINESS**

Chief Civil Deputy Prosecutor Ryan Verhulp met with the Board.

Claim

Mr. Verhulp asked for approval of a letter of explanation to an attorney and his client.

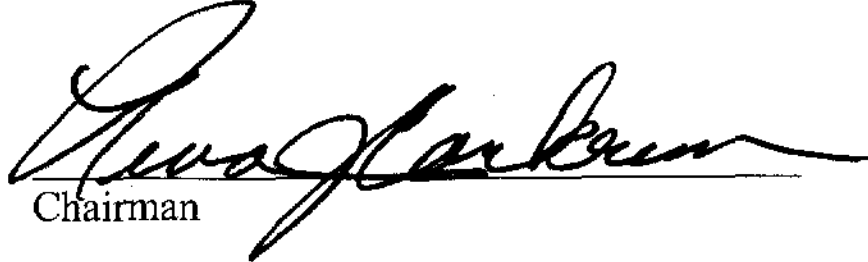
**Motion** – Mr. Brock: I move we send a letter to David Hevel, Attorney at Law in Kennewick, in regard to a claim that has been filed regarding Mr. Fernandez as listed in the letter. Second by Mr. Koch. 3:0 vote in favor. (Exhibit 10)

**Adjourned** at 10:47 a.m.


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There being no further business, the Franklin County Board of Commissioners meeting was adjourned until June 14, 2006.

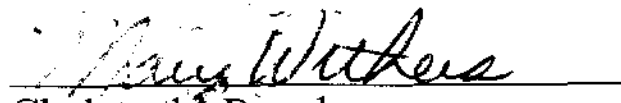
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
Chairman

  
Chairman Pro Tem

  
Member

Attest:

  
Clerk to the Board

Approved and signed June 21, 2006.

## FRANKLIN COUNTY

RESOLUTION NO. 2006 301

**BEFORE THE BOARD OF COMMISSONERS OF FRANKLIN COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF ANDRES F. AGUIRRE TO THE  
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Andres F. Aguirre on the Benton-Franklin Workforce Development Council, Position B-7 which represents Vocational Rehabilitation, expires on June 30, 2006, and

**WHEREAS**, Andres F. Aguirre, Voc Rehab Supervisor, DSHS/Division of Vocational Rehabilitation, 500 N. Morain, Suite 2104, Kennewick, WA 99336, has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-7 Vocational Rehabilitation; **NOW, THEREFORE,**

**BE IT RESOLVED** that Andres F. Aguirre is hereby reappointed, as of July 1, 2006 to fill the Position B-7 which represents Vocational Rehabilitation, said term expiring on June 30, 2009.

Dated

June 12, 2006

Attest:

Mary Withers  
Clerk to the Board**ABSENT**

Chairman of the Board

[Signature]

Member

[Signature]

Member

Constituting the Board of Commissioners of  
Franklin County,  
Washington

## FRANKLIN COUNTY

RESOLUTION NO. 2006 302

**BEFORE THE BOARD OF COMMISSONERS OF FRANKLIN COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF MARK REAVIS TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Mark Reavis on the Benton-Franklin Workforce Development Council, Position F-24 which represents Labor, expires on June 30, 2006, and

**WHEREAS**, Mark Reavis, Sr. Field Agent, Southeastern Washington Central Labor Council, PO Box 1530, Pasco, WA 99301, has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position F-24 Labor; **NOW, THEREFORE,**

**BE IT RESOLVED** that Mark Reavis is hereby reappointed, as of July 1, 2006 to fill the Position F-24 which represents Labor, said term expiring on June 30, 2009.

Dated

June 12, 2006

Attest:

Theresa Withers  
Clerk to the Board**ABSENT**

Chairman of the Board

PEKoch

Member

Frank H. Burk

Member

Constituting the Board of Commissioners of  
Franklin County,  
Washington

cc: WDC; Mark Reavis; Franklin Co.



## FRANKLIN COUNTY

RESOLUTION NO. 2006 303

BEFORE THE BOARD OF COMMISSONERS OF FRANKLIN COUNTY,  
WASHINGTON;

IN THE MATTER OF REAPPOINTMENT OF ROBERT BERTSCH TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

WHEREAS, the term of office for Robert Bertsch on the Benton-Franklin Workforce  
Development Council, Position B-14 which represents Small Business, expires on June 30, 2006,  
and

WHEREAS, Robert Bertsch, Owner, Ashley Bertsch Group, Inc., 5803 W. Metaline Avenue,  
Kennewick, WA 99336, has expressed his interest and willingness to be reappointed as a  
member on the Workforce Development Council, Position B-14 Small Business; **NOW,**  
**THEREFORE,**

**BE IT RESOLVED** that Robert Bertsch is hereby reappointed, as of July 1, 2006 to fill the  
Position B-14 which represents Small Business, said term expiring on June 30, 2009.

Dated June 12, 2006

Attest:

Mary Withers  
Clerk to the Board

**ABSENT**

Chairman of the Board

[Signature]

Member

[Signature]

Member

Constituting the Board of Commissioners of  
Franklin County,  
Washington

**FRANKLIN COUNTY RESOLUTION NO. 2006 304**

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

**RE: EQUIPMENT LEASE AGREEMENT BETWEEN FRANKLIN COUNTY  
AND GENERAL ELECTRIC CAPITAL CORPORATION, AUTHORIZING  
THE ELECTIONS DEPARTMENT TO LEASE A BIZHUB 350 COPIER  
FROM ABADAN**

**WHEREAS**, the Franklin County Auditor requested authorization from the Franklin County Board of Commissioners for the Elections Department to lease a copier from Abadan; and

**WHEREAS**, the terms of the agreement through General Electric Capital Corporation are for sixty (60) months at a cost of \$162 (plus tax) monthly; 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 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** the Franklin County Board of Commissioners hereby authorizes the Chairman Pro Tem to sign the attached Equipment Lease Agreement between Franklin County and General Electric Capital Corporation, authorizing the Elections Department to lease a Bizhub 350 copier from Abadan at a cost of \$162 a month, plus tax, to be paid from the Election Equipment Revolving Fund, Number 104-000-001, line item 594.11.64.0001 (Machinery & Equipment).

**APPROVED** this 12<sup>th</sup> day of June 2006.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

**ABSENT**

\_\_\_\_\_  
Neva J. Corkrum, Chair

\_\_\_\_\_  
Robert E. Koch, Chair Pro Tem

\_\_\_\_\_  
Frank H. Brock, Member

Attest:

\_\_\_\_\_  
Mary Withers  
Clerk to the Board

Originals: Auditor  
Minutes  
General Electric Capital Corp.

cc: Accounting Department  
Elections



GE Capital

EXHIBIT 4  
June 12, 2006

Equipment Lease Agreement  
SLG Commercial Pricing (Up to 50K)

2006-304

Agreement # 7417497-002

**EQUIPMENT**

Equipment Model & Description

Serial Number

Accessories

Bizhub 350

Doc, LCC paper Deck, HDD, finish

See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address) 1016 N 4th Pasco WA 99301

**SUPPLIER**

Name

ABADA

Address

79 Aaron Dr.

City

Richland WA

State

Zip

99352

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

EXCEPT AS PROVIDED IN SECTION 3, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THIS AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**LESSOR ("We", "Us")**

General Electric Capital Corporation  
1961 Hirst Drive, Moberly, MO 65270

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**PURCHASE OPTION AT END OF TERM**

☒ Fair Market Value

**TRANSACTION TERMS**

Lease Payment

\$ 162<sup>00</sup>  
(plus applicable taxes)

Term 60 months

Billing Period (monthly if not checked)

☒ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

The following additional payments are due on the date this Agreement is signed by you:

SECURITY DEPOSIT

\$

ADVANCE PAYMENT \*\*

\$

(plus applicable taxes)

\*\*Applied to: ☐ first ☐ last

DOCUMENT FEE

\$49.50

**LESSEE ("You")**

Full Legal Name

Franklin County of  
Auditor / Elections

P.O. Box 1451

Billing Address

PASCO

WA

99301

City

State

Zip

Contact Name

Diana Killian

Phone

509-545-3538

E-mail Address

dkillian@co.franklin.wa.us

By: X

Signature of Authorized Signer

Name:

Robert E. Koch

Please Print

Title:

Chairman Pro Tem

Date:

6/12/06

Fed Tax ID

916001315

Date of Signature

**For Supplier Use Only**

Visit us at [www.gecapital-otfs.com](http://www.gecapital-otfs.com)

**Documentation Checklist:**

- ☐ Invoice
- ☐ Purchase Order
- ☐ Tax Exemption Certificate
- ☐ Certificate of Insurance
- ☐ Other

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **SECURITY DEPOSIT.** The Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law), until all obligations under this Lease are satisfied, and may be applied at our option against amounts due under this Lease. The Security Deposit will be returned to you upon termination of the Lease, provided you are not in default, or applied to the last Lease Payment or to the amount we may quote for any purchase or upgrade of the Equipment.

3. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. Lease Payments are due whether or not you are invoiced. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer/supplier.

**NON-APPROPRIATION OF FUNDS.** You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 3 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

4. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses (including reasonable attorneys' fees and court costs) incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease. NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the Owner of the Equipment, WE may be required to pay personal property taxes, and you agree, at our discretion, to either (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment which we are required to pay, or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. You agree to pay us an administrative fee for the processing of taxes, assessments or fees which may be due and payable under this Lease. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

5. **LATE CHARGES.** For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of this Lease. If this Lease is deemed to be a Secured transaction, you grant us a security interest in the Equipment to secure all of your obligations under this Lease. You hereby assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We hereby assign to you all our rights under any manufacturer or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the front of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) **USE THE EQUIPMENT IN THE MANNER FOR WHICH IT WAS INTENDED;** (c) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and its maintenance and other records.

7. **INDEMNITY.** You are responsible for all losses, damage, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we will be entitled to certain tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term,

assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

9. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. You have a choice in how you satisfy these insurance requirements. First, you may obtain coverage on your own and provide us with evidence of insurance coverage. If you elect this option, the policy must be issued by an insurance carrier rated B+ or better by A.M. Best Company, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. Second, you may elect to have us directly obtain coverage protecting our interests. UNLESS YOU PROVIDE EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS LEASE, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST IN THE EQUIPMENT. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE EQUIPMENT. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY THIS LEASE. IF WE PURCHASE INSURANCE FOR THE EQUIPMENT, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING THE INSURANCE PREMIUM, INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN. The insurance coverage we obtain may be through an insurance carrier which may be affiliated with us or our assignee. There will be no deductible and the coverage will include protection for earthquakes, floods and employee theft. We will pay the premium, but you must reimburse us. Each Billing Period, you must pay us with your Lease Payment the pro-rated portion of the insurance premium. At the end of the Term you must pay us any remaining portion of the premium.

10. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

11. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges due and payable for the current fiscal period, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher) and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** At the end of the Term and upon 30 days prior written notice to us, you shall either (a) return all of the Equipment, or (b) purchase all of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. This Lease shall continue on a month-to-month basis and you shall pay us the same Lease Payments and Lease Charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes). If you are in default, (or a non-appropriation of funds occurs) or you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications, and pay an inspection, restocking and handling fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned equipment. You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

13. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sub-lease the Equipment, without our prior written consent. We may, without notifying you, (a) assign this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing to your (or our) address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments under this Lease constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to be your attorney-in-fact for the sole purpose of signing UCC financing statements. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege.

## JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. 06 311FRANKLIN COUNTY RESOLUTION NO. 2006 305

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

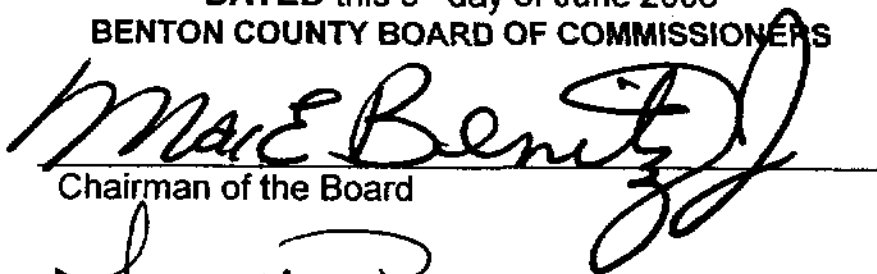
IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND TRI-CITIES MAINTENANCE & JANITORIAL II, and

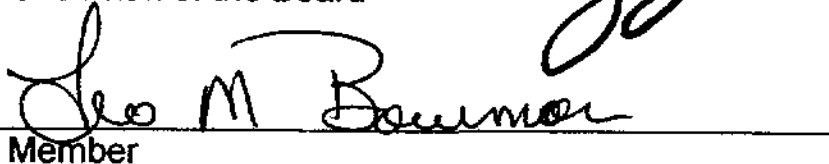
**WHEREAS**, Retaining custodial staff has proven to be difficult since July 2004 when the salaried line item (1712) was changed to a part-time, non-benefited position. The resources required to continually hire and train new staff is not cost effective. Contracting for custodial services should prove to be more efficient and manageable, and

**WHEREAS**, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Personal Services Contract between Tri-Cities Maintenance & Janitorial II, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing immediately upon execution by the Counties and terminating on December 31, 2006, with the option for automatic renewal, **NOW, THEREFORE**

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Personal Services Contract.

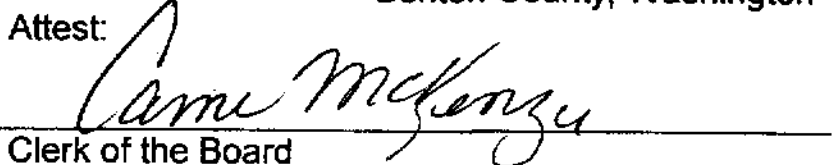
DATED this 5<sup>th</sup> day of June 2006  
BENTON COUNTY BOARD OF COMMISSIONERS

  
Chairman of the Board

  
Member

  
Member

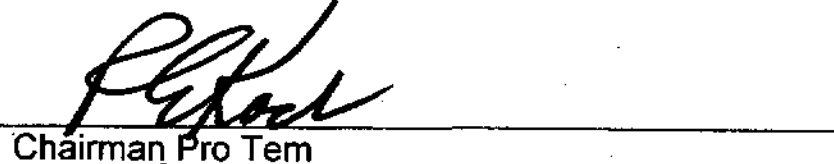
Constituting the Board of  
County Commissioners,  
Benton County, Washington


Attest:  
  
Clerk of the Board

DATED this 12<sup>th</sup> day of June 2006  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

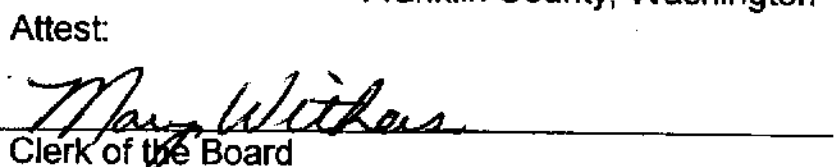
**ABSENT**

Chairman of the Board

  
Chairman Pro Tem

  
Member

Constituting the Board of  
County Commissioners,  
Franklin County, Washington

Attest:  
  
Clerk of the Board

**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

### **PERSONAL SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND TRI-CITIES MAINTENANCE & JANITORIAL II**

THIS CONTRACT is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter, collectively referred to as, "Counties"), and Tri-Cities Maintenance & Janitorial II, with its principal offices at 303 Casey STE A, Richland, WA 99352 (hereinafter, collectively referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

#### **1. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by the Counties, and shall expire on December 31, 2006. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date. This Contract will continue in effect from year to year thereafter except that it may be modified from time to time upon mutual agreement of the parties, in writing. If either party would like to modify this Contract, the party desiring the change shall give the other party 30 days written notice prior to the desired date of change.

#### **2. SERVICES PROVIDED**

The Contractor shall perform the following janitorial services at the Benton/Franklin Counties Juvenile Justice Center:

##### **A. Five Times Per Week Janitorial Service for Administrative Area, Courtroom, and Judges Chambers, including:**

- (1) Gather all waste and place for disposal. Reline receptacles when necessary using liners provided by Counties. (For sanitary reasons, liners must be used in all waste receptacles.)

- (2) Dust all accessible (uncluttered) horizontal and vertical surfaces: desks, chairs, file cabinets, tables, windowsills, ledges and shelves within reach from floor.
  - (3) Remove cobwebs accessible from the floor. Remove prints/smudge marks from light switch plates, doorknobs and glass on interior side of door.
  - (4) Dust mop/damp mop accessible areas resilient covered floors with disinfectant cleaner and vacuum all accessible carpeted areas including entrance carpet mats.
- B. Five Times Per Week Janitorial Service for Restrooms, including:
- (1) Gather waste and place for disposal; reline waste receptacles with liners (liners provided by Counties).
  - (2) Clean and sanitize restroom fixtures, i.e. sinks, toilets, mirrors, dispensers as needed (cleanser/sanitizer provided by Counties).
  - (3) Spot wash walls and partitions.
  - (4) Damp mop floors with disinfectant cleaner.
- C. Five Times Per Week Janitorial Service for Employee Lounge/Lunch Room, including:
- (1) Damp wipe with disinfectant cleaner accessible areas of counters in kitchen/employees lounge.
  - (2) Dust mop/damp mop floors.
  - (3) Dust faces of accessible tops of cabinets as necessary.
  - (4) Clean kitchen sink, provided it is free of dirty dishes. Dirty dishes are the responsibility of the Counties.
  - (5) Coffee nook to receive trash service only.
- D. Five Times Per Week Janitorial Service for Detention Area, including:
- (1) The three restrooms and two locker rooms will be serviced in same manner as restrooms in the administrative areas.
  - (2) Five classrooms and muster room will receive trash service only.
- E. One Time Per Month Service:
- (1) Dust and wipe courtroom wood with wood cleaner.
- F. The Counties will provide waste receptacle liners, soap for soap dispensers, and toilet paper and paper towels for the paper towel dispensers.
- G. The Counties will provide the Contractor with two (2) sets of working keys that will be stored on-site with a 24-hour access portal.
- H. The Contractor will not remove recyclable cans. These cans and their receptacles are the responsibility of the Counties.
- I. The Contractor agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the Counties.



- J. The Contractor shall perform the work specified in this Contract according to standard industry practice.
- K. The Contractor shall complete its work in a timely manner and in accordance with the schedule mutually agreed upon by the parties. During the agreed hours of service by Contractor that are outside the business hours for the Benton/Franklin Counties Juvenile Justice Center (8:00 a.m. – 5:00 p.m., Monday – Friday), the Contractor assumes full responsibility for access to the premises for individuals other than the Counties personnel.
- L. Representatives from both parties to this Contract will conduct periodic inspections. Should a deficiency in the quality of the services provided be noted, the Contractor will be responsible for correction of the problem(s) without additional compensation.
- M. The Contractor shall confer with the Counties from time to time during the progress of the work. The Contractor shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the Counties.

### 3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- A. For Contractor:  
*(Billing Address)*  
**Bruce Williams**  
**PO Box 2465**  
**Pasco WA 99302**  
**Phone: (509) 946-0203**  
**Fax: (509) 943-5191**
- B. For Counties:  
**Sharon Paradis**  
**Juvenile Court Administrator**  
**5606 W Canal PL STE 106**  
**Kennewick WA 99336**  
**Phone: (509) 736-2722**  
**Fax: (509) 222-2311**

### 4. COMPENSATION

For the services performed hereunder, the Contractor shall be paid as follows:

- A. The fee for services rendered shall be \$2,215.00 per month.
- B. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract.



- C. The Contractor shall submit invoices to the Counties not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time Contractor performed work for the Counties during the billing period. The Counties shall pay the Contractor for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- D. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the Counties.
- E. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) days following notice from the Counties, the Counties may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- F. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the Contractor will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**5. AMENDMENTS AND CHANGES IN WORK**

- A. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.
- B. No amendment, modification or renewal shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the Counties.

**6. HOLD HARMLESS AND INDEMNIFICATION**

- A. The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, its officers, officials, employees or agents.

- B. In any and all claims against the Counties, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder.
- C. The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

## 7. INSURANCE

- A. **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- B. **Commercial General Liability and Employers Liability Insurance:** Contractor shall maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract and be no less than two million dollars (\$2,000,000).

The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

Contractor also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

**C. Other Insurance Provisions:**

- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, its elected and appointed officers, officials, employees and agents.
- (2) The Counties, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (3) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, its officers, officials, employees or agents.
- (5) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (8) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the Contractor's liability coverage is written as a claims made policy, then the Contractor must evidence the purchase of an

extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

D. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a current A.M. Best Rating of not less than A: VII. Any exception to this requirement must be reviewed and approved by the Benton and Franklin Counties Prosecutors' Offices. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The Contractor shall furnish the Counties with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this Contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the Counties. Any certificate or endorsement limiting or negating the insurer's obligation to notify the Counties of cancellation or changes shall be altered so as not to negate the intent of this provision.
- (2) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton-Franklin Counties" and include "c/o" the Counties' Contract Representative. The address of the certificate holder shall be shown as the current address of the Counties' Contract Representative.
- (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to the Counties that Contractor is currently paying workers compensation.
- (5) All written notices under this Section 7 and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following address:

Juvenile Court Administrator  
Benton-Franklin Juvenile Justice Center  
5606 W Canal PL STE 106  
Kennewick WA 99336-1388

- (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

- (7) If Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to Counties. If requested by Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

**8. TERMINATION**

- A. The Counties may terminate this Contract in whole or in part whenever the Counties determines, in its sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Contract upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- B. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the Counties may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Counties to the Contractor. After the effective date, no charges incurred under this Contract shall be allowed.
- C. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may terminate this Contract, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Compensation Section of this Contract. Upon such termination, the Counties, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

**9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- A. The Contractor shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties.
- B. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**10. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**11. INDEPENDENT CONTRACTOR**

- A. The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- B. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 4 of this Contract, and the Contractor is not entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Counties employees.
- C. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.
- D. Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law, which are now or may be enacted during the term of this Contract.
- E. The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the Counties' contract representative or designee.

**12. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

**13. OTHER PROVISIONS**

The Contractor shall comply with the following other provisions for all services provided under this Contract.

**A. Background Check/Criminal History**

- (1) In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A

RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

- (2) In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

**B. Sexual Misconduct**

- (1) The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses. The Contractor shall sign the JRA Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to JRA with signed contract.
- (2) The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

**14. INSPECTION**

The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Contract. The Contractor shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

**15. NON-COMPETITION AGREEMENT**

The Counties agree not to hire or retain as an employee or independent contractor any employee of the Contractor, for a period of one year subsequent to the termination of this Contract or any extension thereof.

**16. NONDISCRIMINATION**

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, the presence of any disability, or any other protected status.

**17. BOND**

The Contractor shall provide a benefit to subscriber (the Counties) fidelity bond in the amount of \$10,000.

**18. DISPUTES**

Differences between the Contractor and the Counties, arising under and by virtue of this Contract, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' Contract Representative or designee. All rulings, orders, instructions and decisions of the Counties' Contract Representative shall be final and conclusive, subject to Contractor's right to seek judicial relief.

**19. CONFIDENTIALITY**

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the Counties or acquired by the Counties in performance of this Contract, except upon the prior written consent of the Counties or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the Counties written notice of any judicial proceeding seeking disclosure of such information.

**20. CHOICE OF LAW, JURISDICTION AND VENUE**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- B. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

**21. SUCCESSORS AND ASSIGNS**

The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**22. SEVERABILITY**

- A. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in



conflict therewith, and shall be deemed modified to conform to such statutory provision.

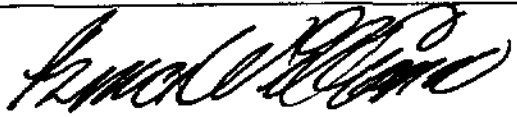


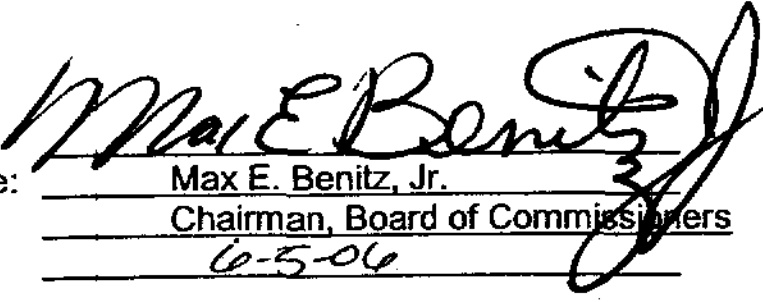



### 23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

### 24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

The parties have caused this Contract to be signed as follows:

<b>Tri-Cities Maintenance &amp; Janitorial II</b>	<b>Benton Franklin Counties Juvenile Justice Center</b>
 5/30/06 <b>Bruce Williams</b> Date	 5/31/06 <b>Sharon A. Paradis</b> Date
<p align="center"><b>BENTON COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p> 5/30/06          Sarah Villanueva, Deputy Prosecuting Attorney Date</p> <p>By:           Name: <u>Max E. Benitz, Jr.</u>          Title: <u>Chairman, Board of Commissioners</u>          Date: <u>6-5-06</u></p> <p>Attest:</p> <p>Clerk of the Board: </p>	<p align="center"><b>FRANKLIN COUNTY APPROVAL</b></p> <p>Approved as to Form:</p> <p>Agreed Review Performed by Benton County _____          Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By:           Name: <u>Neva J. Corkrum R.E. KOCH</u>          Title: <u>PRO TEM Chairman, Board of Commissioners</u>          Date: <u>June 12, 2006</u></p> <p>Attest:</p> <p>Clerk of the Board:           6-12-06</p>

AGENDA ITEM:	Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE:	B/C 06-05-06 F/C 06-12-06	Executive Contract <u>xx</u>	PUBLIC HEARING
SUBJECT:	Contract to provide janitorial/custodial services	Pass Resolution <u>xx</u>	1ST DISCUSSION
Prepared By:	Kathryn M. Phillips	Pass Ordinance	2ND DISCUSSION
Reviewed By:	Sharon Paradis	Pass Motion	OTHER
		Other	

**BACKGROUND INFORMATION**

Since a reduction in funding in June of 2004, the Benton-Franklin Counties Juvenile Justice Center has faced a significant challenge in retaining a qualified maintenance employee. We have experienced significant turnover in this part-time, non-benefited position.

Although in the past we have been unsuccessful in identifying a contact cleaning service for the funds allocated for these duties, we have now identified the Tri-Cities Maintenance & Janitorial II as a as a contract service able to provide janitorial services to the Benton-Franklin Counties Juvenile Justice Center at a cost comparable to that of the part-time, non-benefited staff position.

**SUMMARY**

Tri-Cities Maintenance & Janitorial II is a locally owned and operated company. By contracting for the janitorial services from Tri-Cities Maintenance & Janitorial II rather than hiring a part-time employee to provide cleaning services we anticipate more consistent and cost-effective professional cleaning services for the Benton-Franklin Juvenile Justice Center.

**RECOMMENDATION**

I recommend that the Board of Benton County Commissioners and the Board of Franklin County Commissioners sign the Contract between Tri-Cities Maintenance & Janitorial II and Benton-Franklin Juvenile Justice Center for services effective immediately after the execution of this contract.

**FISCAL IMPACT**

There is no additional fiscal impact to the 2006 Juvenile Budget.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the contract with the Tri-Cities Maintenance & Janitorial II.

## RESOLUTION

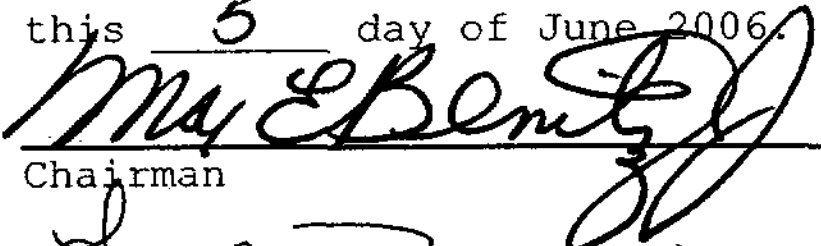
BENTON COUNTY RESOLUTION NO. 06 303

BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON  
COUNTY, WASHINGTON;

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS  
WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT  
NUMBER 171, JUVENILE OPERATIONS, TO DEPARTMENT NUMBER  
172, FACILITIES,

BE IT RESOLVED, by the Board of Benton County Commissioners that  
funds shall be transferred as outlined in Exhibit "A", attached  
hereto.


DATED at Prosser, Washington, this 5 day of June 2006.

  
Chairman

ATTEST:

  
Member

  
Member

  
Clerk of the Board

Constituting the Board of County  
Commissioners for Benton County,  
Washington

# EXHIBIT A LINE ITEM TRANSFERS

Department: Operations  
Fund Name: Juvenile Justice Center

Department No: 171 & 172  
Fund: 0115-101

## TRANSFER F 171 - Operations

## TRANSFER T 172 - Facilities

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527-100	171-1712	Custodian	\$17,100	527-800	172-4805	Service / Maintenance Agreements	\$18,825
527-100	171-2102	Social Security	\$1,308				
527-100	171-2104	Retirement	\$417				
Totals			\$18,825	Total			\$18,825

### EXPLANATION:

Retaining custodial staff has proven to be difficult since July 2004 when the salaried line item (1712) was changed to a part-time, non-benefited position. The resources required to continually hire and train new staff is not cost effective. Contracting for custodial services should prove to be more efficient, effective, and easier to manage. BFJJC has submitted a resolution and contract to both Boards of County Commissioners for consideration and approval to contract for custodial services. The yearly cost for the contracted services is just slightly less than the amount budgeted for the custodian position including salary, taxes, retirement, and unpaid leave. Approval of the contract will require funds to moved from the current custodian salary line item (1712), and appropriate taxes and retirement, in Department 171-Operations, to the Service/Maintenance Agreements line item (4805) in Department 172-Facilities.

Prepared by

*Shannon Jones*  
Shannon Jones, Administrative Services Manager

Date

5/23/2006

Authorized by

*Sharon Paradis*  
Sharon Paradis, Administrator

Date

5/23/2006

Approved ☒

Denied ☐

Approved ☐

Denied ☐

*May & Ben*

Chairman

*Leo M. Bannerman*

Member

*Charles R. Brown*

Chairman

*Frank H. Brook*

Member

Member

## FRANKLIN COUNTY

RESOLUTION NO. 2006 307BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTONRE: ACCEPTANCE OF ROAD 56 NORTH AS SHOWN IN THE SHORT PLAT  
2004-16 AND DECLARING IT A COUNTY ROAD

WHEREAS, pursuant to RCW 58.17, the legislative authority may require certain road improvements and/or construction prior to approval of said plat; and

WHEREAS, the County required Jorge and Claudia Torres to construct that portion of Road 56 North to Current County Standards; and

WHEREAS, pursuant to RCW 58.17.130, language that secured the completion of said improvements; and

WHEREAS, the County Engineer has approved the construction of said improvements as meeting Current County Standards.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby accepts the following newly constructed and approved road as a County Road:

**Road 56 North - M.P. 0.00 to M.P. 0.13**

Passed and approved this 12 day of June, 2006

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

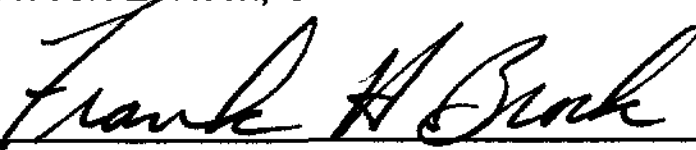
**ABSENT**

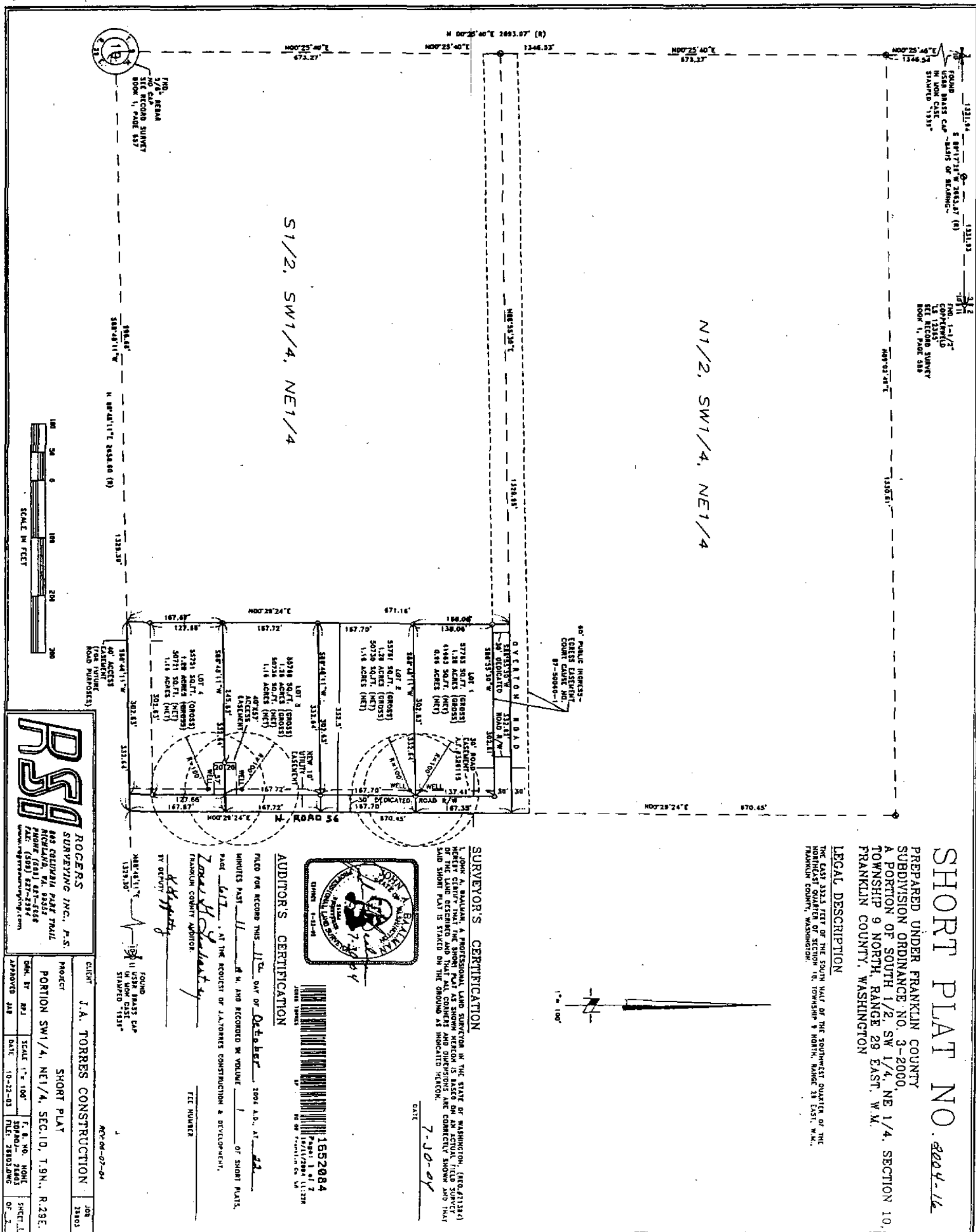
\_\_\_\_\_  
Neva J. Corkrum, Chair

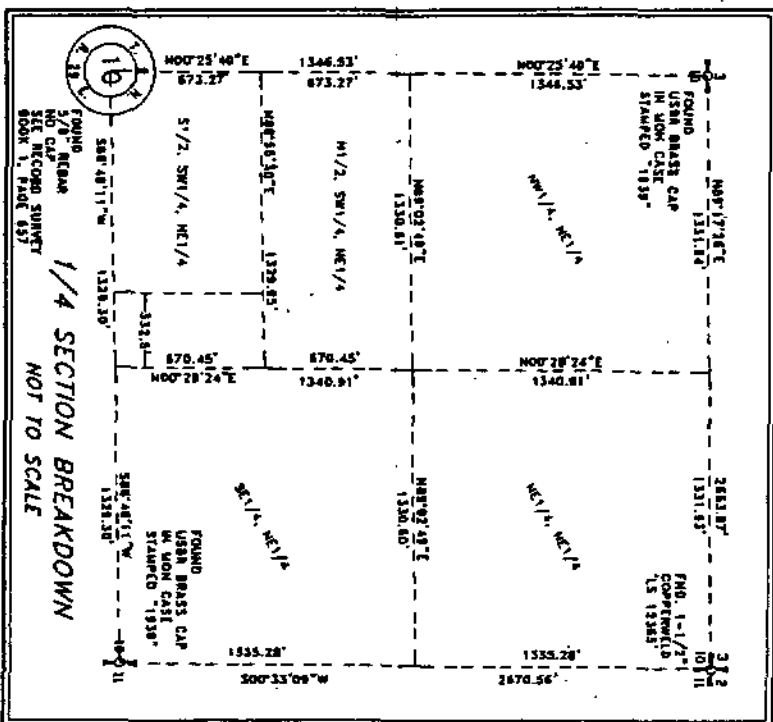
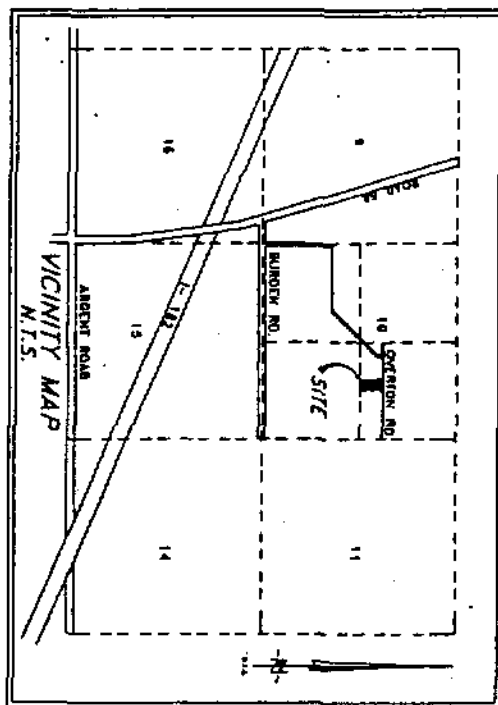
  
\_\_\_\_\_  
Robert E. Koch, Chair Pro Tem

Attest:

  
\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Frank Brock, Member





## NOTES:

1. BASIS OF MEASUREMENTS: RECORD SURVEY NO. 637, AS RECORDED IN BOOK 1 OF SURVEYS, PAGE 637, ALBERTA'S TITLE NO. 48848, RECORDS OF FRANKLIN COUNTY, WASHINGTON. SECTION BREAKDOWN SHOWN HEREON DERIVED FROM RECORD SURVEY REFERENCED ABOVE.
2. 0 = SET 5/8" BEARING WITH YELLOW CAP STAMPED '75-148 21564'.
3. 0 = FOUND MONUMENT AS NOTED.
4. 0 = POSITION FROM RECORD SURVEY, BOOK 1, PAGE 637.
5. (U) = MEASURED (C) = COMPUTED (N) = RECORD PER R.O.S., BOOK 1, PAGE 637, AS REFERENCED IN NOTE 1.
6. EQUIPMENT AND PROCEDURES USED: TOPCON GTS 225 (3 second 3mm+2ppm) CLOSED TRAVERSE AND RADIAL SURVEY METHODS USED.
7. IT IS EXPRESSLY DECLARED AND UNDERSTOOD THAT FRANKLIN COUNTY HAS NO DUTY, OBLIGATION, OR RESPONSIBILITY FOR THE UPRIGHT, MAINTENANCE, OR REPAIR OF STORM DRAINAGE FACILITIES LOCATED OUTSIDE COUNTY ROAD RIGHT OF WAY.
8. NO BUILDING PERMITS FOR BUILDINGS REQUIRING POCKET WATER WILL BE ISSUED UNTIL EVIDENCE OF AN APPROVED POCKET WATER SUPPLY IS PROVIDED.
9. THE UTILITY EASEMENTS SHOWN HEREON ARE NECESSARY FOR THE USE, ACCESS AND MAINTENANCE OF THE SHOWN PLATTED PROPERTY'S CURRENT UTILITY PRODUCTS, AND UTILITY EASEMENTS ARE FOR THE USE, ACCESS AND MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE AND OTHER DEFINED UTILITIES, TO AND OR THROUGH SAID TRACT.

10. ADDRESS NUMBERS (NOTED IN BRACKETS] WILL BE EFFECTIVE UPON ADOPTION OF THE ADDRESSING SYSTEM BY THE FRANKLIN COUNTY BOARD OF COMMISSIONERS, MEMBERS ARE SUBJECT TO CHANGE UNTIL ADOPTION OF THE ADDRESSING SYSTEM AND LOCATION OF ACCESS DOWNS THE SHOWN PLAN.]
11. APPROACH PERMITS ARE REQUIRED FOR ANY NEW APPROACHES TO COUNTY ROADS.
12. FRANKLIN COUNTY P.U.D. NOTE: THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL TRENCH CONDUIT, PRIMARY VALVES, SECONDARY JUNCTION BOXES, AND BACKFILL FOR ALL TRENCHES. PRIMARY AND SECONDARY DISTRIBUTION SYSTEMS IN ACCORDANCE WITH P.U.D.'S SAID OWNER WILL MAKE FULL ADVANCE PAYMENT OF LINE EXTENSION FEES AND WILL PROVIDE ALL NECESSARY UTILITY EASEMENTS PRIOR TO P.U.D. CONSTRUCTION AND/OR CONNECTION OF ELECTRICAL SERVICE TO THE PLAT.
13. NO STORIES IN EXCESS OF 12K WERE FOUND ON THIS PROPERTY.
14. THAT THERE BE FOR ALL STRUCTURES, A TWENTY-FIVE (25) SEPARATION FROM THE FRONT AND REAR PROPERTY LINES, TWENTY FOOT (20) SEPARATION FROM THE SIDE PROPERTY LINES, AND FIFTEEN FOOT (15) SEPARATION BETWEEN STRUCTURES. THE STRUCTURE SEPARATION COULD BE ADJUSTED WITH AN APPROVED FIREWALL CONSTRUCTION.
15. LOT OWNERS SHALL AGREE TO PARTICIPATE IN FUTURE L.I.D./R.O.S.'S FOR ROADS, DRAINAGE, CABLE AND UTILITIES, STREET LIGHTS, STORM SEWERS, WATER AND/OR SANITARY SEWERS AND FIRE HYDRANTS.

PARK DEDICATION FEE NOTE:  
PARK DEDICATION FEES APPLY TO LOTS 1, 2, 3 AND 4.  
THIS SHALL BE PAID PRIOR TO BUILDING PERMIT ISSUANCE FOR  
A NEW HOME ON THE APPLICABLE LOTS).



**ACKNOWLEDGMENT**  
STATE OF WASHINGTON  
COUNTY OF FRANKLIN  
THIS IS TO CERTIFY THAT ON THE 14th DAY OF October, 2004, PERSONALLY APPEARED BEFORE ME, David L. Rogers, a Notary Public in and for the State of Washington, Maia Alicia Martinez, the owner of the above described premises, who is known to me to be the individual(s) in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their voluntary act and deed, in witness whereof, I have set my hand and official seal the day and year first above written.

Maia Alicia Martinez  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT 24511  
MY COMMISSION EXPIRES: August 14, 2006

## ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF FRANKLIN

THIS IS TO CERTIFY THAT ON THE 14th DAY OF October, 2004, PERSONALLY APPEARED BEFORE ME, David L. Rogers, a Notary Public in and for the State of Washington, Maia Alicia Martinez, the owner of the above described premises, who is known to me to be the individual(s) in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their voluntary act and deed, in witness whereof, I have set my hand and official seal the day and year first above written.

Maia Alicia Martinez  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT 24511  
MY COMMISSION EXPIRES: August 14, 2006

## APPROVALS

Maia Alicia Martinez  
OWNER  
BANNER BANK  
AUTHORISED REPRESENTATIVE

Maia Alicia Martinez  
OWNER

Maia Alicia Martinez  
OWNER

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES SHOWN HEREON.

## OWNERS CERTIFICATE

SHORT PLAT NO. 2004-16  
PREPARED UNDER FRANKLIN COUNTY  
SUBDIVISION ORDINANCE NO. 3-2000.  
A PORTION OF SOUTH 1/2, SW 1/4, NE 1/4, SECTION 10,  
TOWNSHIP 9 NORTH, RANGE 29 EAST, W.M.  
FRANKLIN COUNTY, WASHINGTON



## SURVEYOR'S CERTIFICATION

I, David L. Rogers, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, (REC. 211384) HEREBY CERTIFY THAT THE SHORT PLAT IS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY AND THAT THE LAND DESCRIBED AND THAT ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID SHORT PLAT IS STATED ON THE GROUND AS INDICATED HEREON.

## AUDITOR'S CERTIFICATION

FILED FOR RECORD THIS 11th DAY OF October, 2004 A.D., AT 24  
MINUTES PAST 11 A.M. AND RECORDED IN VOLUME 1 OF SHORT PLATS.

PAID 611.00 AT THE REQUEST OF J.A. TORRES CONSTRUCTION & DEVELOPMENT.  
David L. Rogers  
FRANKLIN COUNTY AUDITOR  
FEE NUMBER  
BY David L. Rogers  
REV 06-07-04



ROGERS SURVEYING INC., P.S.  
803 COLUMBIA PLANE TRAIL  
NICHOLAND, WA 99355  
PHONE (509) 627-5555  
FAX (509) 627-2594  
www.rogerssurveying.com

CLIENT: J.A. TORRES CONSTRUCTION JOB: 18803  
PROJECT: SHORT PLAT  
PORTION SW 1/4, NE 1/4, SEC. 10, T. 9N., R. 29E.  
DWN. RT. #1 SCALE 1" = 100' SHEET 2  
APPROVED JAB DATE 10-22-03 FILED 2600109C OF 2

**FRANKLIN COUNTY RESOLUTION NO. 2006 308**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: ADVANCED PROTECTION SERVICES, INC., FIRE ALARM SYSTEM  
REPAIR / REPLACEMENT / ADD-ON / STORAGE PROPOSAL FOR  
FRANKLIN COUNTY CORRECTIONS**

**WHEREAS**, the Franklin County Corrections Captain requested bids to replace the existing fire alarm / protection system in the corrections facility; and

**WHEREAS**, bids were received from three companies and Captain Long believes the bid from Advanced Protection Services, Inc. is the best for their needs; and

**WHEREAS**, the bid for \$65,676.84 will replace the existing fire system as well as the new work release building, and the storage area previously not covered; and

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

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners hereby approves the attached proposal from Advanced Protection Services, Inc., for fire alarm system repair / replacement / add-on / storage proposal for Franklin County Corrections, to be paid from the Courthouse Renovation Fund, Number 310-000-001, line item 594.19.60.0000 (Capital Outlay – Courthouse Renovation) in the amount of \$65,676.84, and authorizes the Chairman Pro Tem to sign on behalf of the Board.

**DATED** this 12<sup>th</sup> day of June 2006.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

**ABSENT**

\_\_\_\_\_  
Neva J. Corkrum, Chair

\_\_\_\_\_  
Robert E. Koch, Chair Pro Tem

\_\_\_\_\_  
Frank H. Brock, Member

Attest:

\_\_\_\_\_  
Mary Withers  
Clerk to the Board

Originals: Auditor  
Minutes  
Corrections

cc: Accounting  
Advanced Protection Services, Inc. (via fax 545-0753)  
Sheriff's Office





# ADVANCED PROTECTION SERVICES, INC.

P.O. BOX 2665 PASCO WA 99302

(509) 545-0752 • 1-877-438-2771 [www.apswa.com](http://www.apswa.com)

Electrical Contractor License # WA. ADVANPS9616Z

General Construction License # WA. ADVANPS09610Z

## FIRE ALARM SYSTEM REPAIR / REPLACEMENT / ADD-ON / STORAGE

### PROPOSAL FOR

## FRANKLIN COUNTY CORRECTIONS

Proposed By:

RALPH LYNCH

Date: 6/7/2006

Item	QTY	Manufacturer	Model	DESCRIPTION
1	1	Silent Knight	SIK5820XL	Silent Knight 508 Point Addressable fire alarm control panel
2	2	Silent Knight	SIK5860R	Silent Knight 80 Character Alpha numeric annunciator - Red
3	2	Silent Knight	SIK5805-XL	Silent Knight 6 Output notification circuit expander
4	2	Silent Knight	SIK5815XL	Silent Knight SLC Line Expander
5	6	Interstate	SLA1116	Interstate batteries 12volt 18 Amp hour battery back up
6	3	Silent Knight	SIKSD500PSDA	Silent Knight digital addressable dual action manual pull station
7	178	Silent Knight	SIKSD505APS	Silent Knight digital addressable photo smoke detector head
8	191	Silent Knight	SIKSD5056AB	Silent Knight digital addressable 6" detector base
9	10	Silent Knight	SIKSD500AIM	Silent Knight Digital addressable alarm input module
10	10	Silent Knight	SIKSD500ARM	Silent Knight Digital addressable alarm relay module
11	0	Fire Lite	FLMR101CRED	Firelite SPDT relay in red enclosure
12	13	Silent Knight	SIKSD505AHS	Silent Knight digital addressable heat sensor detector head
13	1			WITH WORK RELEASE - SYSTEM PANEL & EXTENSION & STORAGE AREA
14	4	Silent Knight	SIKSD500PSDA	Silent Knight digital addressable dual action manual pull station
15	1	Silent Knight	SIK5805-XL	Silent Knight 6 Output notification circuit expander
16	1	Silent Knight	SIKSD505AHS	Silent Knight digital addressable heat sensor detector head
17	1	Silent Knight	SIK5860R	Silent Knight 80 Character Alpha numeric annunciator - Red
18	2	Interstate	SLA1116	Interstate batteries 12volt 18 Amp hour battery back up
19	7	Sys Sensor	SYSP1224MCW	System Sensor SpectraAlert Multicandela Horn/strobe
20	7	Sys Sensor	SYSP1224MCW	System Sensor SpectraAlert Multicandela strobe
21	10	Silent Knight	SD505APS	Silent Knight digital addressable photoelectric smoke detector

### PLEASE READ

This proposal, is "CONFIDENTIAL". All it's information offered to you is PROPRIETARY. It is only for the exclusive use, viewing, and discussion between ADVANCED PROTECTION SERVICES, INC hereafter referred to as "A.P.S." and the PERSON, COMPANY or AGENCY named above including its employee's and representatives whether authorized for viewing and discussion of this proposal or not. Furthermore, A.P.S. shall reserve the right to rescind this proposal if any PERSON, COMPANY, OR AGENCY named above engages in any of the following to a A.P.S. competitor. (1). Engages in conversation about this proposal. (2). Offers or shares any information in reference to this proposal. (3). Allows this proposal to be viewed, copied, and or is offered in part or by in whole to any PERSON, COMPANY or AGENCY that can be considered competitors to A.P.S. Furthermore, A.P.S. may consult with legal counsel if damages result from the sharing of this information to any APS competitor or to anyone who is not authorized to view it's contents. APS shall reserve the right to allow this proposal to expire if not accepted within 30 days of the date listed above.

System Subtotal	\$55,284.93
Design & submittal	\$3,250.00
Freight or Shipping	\$130.00
Travel Expenses	\$0.00
Wire & Connectors	\$1,840.00
Subtotal	\$60,504.93
Tax	8.30% \$5,021.91
Permits	\$150.00
Grand Total	\$65,676.84



"Experienced Professional Service"

CUSTOMER ACCEPTANCE: *R. Lynch*

Date 6/12/2006

Please include the Purchase Order number you would like us to invoice to: > (P.O. Number): \_\_\_\_\_

**PLEASE FAX ACCEPTANCE TO: 509-545-0753 Attn: SALES**

June 12, 2006

# FRANKLIN COUNTY CORRECTIONAL CENTER

1016 North 4th Street - Pasco, Washington 99301  
(509) 545-3549

Richard Lathim, Sheriff  
545-3560

Richard Long, Captain  
545-3549

Alma Winklesky, Lieutenant  
545-3587



RECEIVED  
COUNTY ADMINISTRATOR  
JUN - 7 2006

June 7, 2006

To: Fred Bowen  
Franklin County Administrator

From: Rick Long, Captain 

Re: Fire Alarm / Protection System

Fred,

I requested bids to replace the existing fire alarm / protection system in the corrections facility from three separate companies.

Of the three I am inclosing the bid from Advanced Protection Services, Inc. for \$65,676.84. This was the middle bid and I believe will be the best for our needs. This equipment will replace all of the existing fire system as well as the new work release building and the big storage area not covered before.

The storage area was added to the original bid at my request and Ralph sent me the new amended bid today. The addition was \$500.00 to his original.

I am supplying you with a copy of the equipment listed for the old correctional center system. There is no breakdown on the bid sheet but all three areas are covered in the bid.

**FRANKLIN COUNTY RESOLUTION NO. 2006-306**

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,  
WASHINGTON

**RE: 2004 COLLECTIVE BARGAINING AGREEMENT BETWEEN FRANKLIN  
COUNTY, FRANKLIN COUNTY SHERIFF AND THE UNITED  
STEELWORKERS INTERNATIONAL UNION, LOCAL 12-369, ON BEHALF OF  
SHERIFF'S PATROL DEPUTIES**

**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 2004 Collective Bargaining Agreement between Franklin County, Franklin County Sheriff and the United Steelworkers International Union, Local 12-369, on behalf of Sheriff's Patrol Deputies.

**APPROVED** this 12th day of June 2006.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**


**ABSENT**

\_\_\_\_\_  
Neva J. Corkrum, Chairman

  
\_\_\_\_\_  
Robert E. Koch, Chairman Pro Tem

  
\_\_\_\_\_  
Frank H. Brock, Member

Attest:

  
\_\_\_\_\_  
Clerk to the Board

Originals: Auditor  
Minutes  
Union (4)  
Human Resources

cc: Sheriff  
Accounting Department  
Prosecuting Attorney

2004

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**THE BOARD OF FRANKLIN COUNTY COMMISSIONERS,  
THE SHERIFF OF FRANKLIN COUNTY, WASHINGTON**

**and**

**United Steelworker (USW) International Union**

**Local 12-369**

**on behalf of**

**Sheriff's Patrol Deputies  
Of Franklin County, Washington**

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## **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, which are hereinafter referred to interchangeably as "County," and the United Steelworker (USW) International Union Local 12-369 hereinafter called the "Union." 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 regular commissioned and uniformed employees of the Franklin County Sheriff's Office, excluding supervisors, confidential employees, temporary, casual and provisional employees, and corrections officers, and excluding persons serving in positions of Undersheriff, Inspector, Emergency Services Coordinator and Chief Criminal Deputy.

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 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) day of the month to be recognized as effective for the following month. The County shall deduct from the midmonth paycheck of such employee the 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 from each employee.

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 takes 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 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 may designate up to two (2) Union Stewards and shall 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 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 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 services provided by the Sheriff in emergencies.

4.3 Related Mandates. The foregoing County prerogatives of the County acting by the Sheriff and/or the Board of Commissioners regarding matters within their respective spheres of control shall not be deemed to be exclusive of other County prerogatives.

## ARTICLE 5 -- DEFINITIONS OF EMPLOYEES

5.1 Regular Line Deputy. A regular line deputy is a full-time uniformed employee as defined in RCW 41.56.030(6) who has been appointed in accordance with the Civil Service Commission Rules and Procedures, has served his probationary period and is employed on a regular basis. Such employee shall be paid the wage rate and be provided the benefits established in the terms and conditions of this Collective Bargaining Agreement.

5.2 Probationary Employee. A probationary employee shall be defined as any new hire who has not been employed by the County during the previous twelve (12) calendar months as a regular line deputy, and includes any deputy who has not completed eighteen (18) continuous calendar months of service with the County since the first day of employment and received a satisfactory end of probation performance evaluation. Probationary employees shall work under the provisions of this Agreement, but shall serve on a trial basis and may be discharged without cause and without recourse under this Agreement and as at will employees who serve at the pleasure of the Sheriff.

## 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 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
- © 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.

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 reverse 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:

<u>Continuous Service</u>	<u>Vacation Hours</u>	<u>Holiday Hours</u>	<u>Annual Hours</u>
0 to 2 years	96	88	184
3 to 4 years	104	88	192
4 to 5 years	112	88	200
5 to 6 years	120	88	208
7 to 9 years	128	88	216
10 to 14 years	136	88	224
15 years & over	160	88	248

8.2 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 who are discharged, or laid off, or who voluntarily leave the service of the County, provided they have given adequate notice (at least fourteen (14) calendar days' notice prior to termination of employment) up to a maximum permissible accrual of two hundred (200) work hours.

8.4 Accrual Cap/Election. Annual leave may not exceed a total of two hundred (200) 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 (200) 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 (200) 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 Annual leave may be accumulated up to a total of two hundred (200) hours as of December 31 of each year.

8.7 Leave Approval. All requests for leave are subject to approval in writing by the Sheriff.

8.8 Mandatory Minimum Utilization. Eligible employees must take at least one (1) block of forty (40) hours off per calendar year. Based on operational needs, employees may be directed to take annual leave on a recognized holiday when the Courthouse is closed.

8.9 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 Article 8.1.

## ARTICLE 9 -- HOURS OF WORK/OVERTIME

9.1 Work Week. The work week 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 work week shall consist of no more than forty (40) hours in any work week exclusive of overtime assigned, if any.

9.2 Alteration to Workweek Due to Operational Need. In the event of a bona fide emergency; or when employees quit; or employees fail to report for work; or beginning the second day during a period in which an employee is ill; the Sheriff may alter work days and/or work weeks and/or work shifts consistent with Sections 9.7.

9.3 Meal and Rest Periods. Each work day shall include a forty-five (45) minute meal period as near to the middle of the work day as practical which constitute compensated duty time. Rest breaks or coffee breaks, shall consist of two (2) fifteen (15) minute periods, one (1) during the first half of the shift, the second during the second half of the shift. Employees remain subject to call throughout each work day and, in an emergency a meal period and/or rest break may be interrupted, altered or missed, which shall not result in any additional compensation.

9.4 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.

9.5 Emergency Shift Changes. In the event of a 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 work week(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).

9.6 Overtime. All work performed in excess of forty hours in a seven day work period shall be compensated for at one and one-half times the employee's regular rate of pay.

9.7 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 overtime rate.

9.8 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 three (3) hours at the overtime rate for hours worked.

9.9 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.

9.10 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. Annual leave, holidays, emergency leave, sick leave, military leave, family leave and personal leaves of absence shall constitute time worked for the purposes of calculating overtime with respect to the forty (40) hour threshold.

**ARTICLE 10 -- SICK LEAVE**

10.1 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.

10.2 Utilization. Earned sick leave with pay may be taken for the following reasons:

- (a) Personal illness or injury including maternity which renders the employee unable to perform the duties of his/her position.
- (b) Doctor's appointments.
- (c) By reason of exposure to contagious disease during such period as his/her attendance on duty would jeopardize the health of fellow workers or the public.
- (d) To care for a child of the employee with a health condition that requires treatment or supervision as defined in WAC 296-130-0230(10)
- (e) To care for a spouse, parent, parent-in-law, sibling or grandparent of the employee who has a serious health condition or emergency condition as defined in WAC 296-130-020(11) and (12)
- (f) For the purposes of this section only:
  - (a) "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis* who is:
    - 1. Under eighteen years of age; or
    - 2. Eighteen years of age or older and incapable of an self-care because of a mental or physical disability.
  - (b) "parent" means a biological parent of an employee or an individual who stood *in loco parentis* to an employee when the employee was a child.

10.3 Notification. Any employee who, for any reason, must take sick leave, shall, as soon as possible, notify his immediate supervisor or department head. Notifications shall be consistent with Article 13 if applicable.

10.4 Annual Leave Coordination. Sick leave cannot be claimed for employees on annual leave.

10.5 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.

10.6 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 balance in excess of the maximum accruals as of December 31<sup>st</sup>. Employees hired on or after January 1, 1991, shall be entitled to a VEBA contribution of twenty-five percent (25%) of their accrued sick leave upon termination of employment.

10.7 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 Section 10.2. Appendix B, High Absenteeism Program, is made a part of this Agreement as if fully set forth herein.

## ARTICLE 11 -- 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 12 -- FAMILY MEDICAL LEAVE OF ABSENCE

12.1 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).

12.2 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 ("FLMA") 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,
- © A serious health condition that prevents an employee from performing his or her job.

12.3 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. The 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 the period the employee is disabled by pregnancy.

12.4 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.

12.5 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.

12.6 Medical Certification. The County may require a medical certification of serious health conditions and may require re-certifications 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.

12.7 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.

12.8 Leave Calculation Year. The leave calculation year for family medical leave is twelve (12) months starting the first day family leave is taken by the employee (12 month looking forward method).

### **ARTICLE 13 -- 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 14 -- DISCIPLINE AND DISCIPLINARY PROCEDURES**

14.1 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 14.3, the Sheriff may suspend without pay, demote, reduce pay in lieu of suspension, or discharge, following appropriate due process procedures, an employee for a serious event which constitutes just cause for discipline, including but not limited to reasons outlined by the Franklin County Civil Service Commission as set forth in the Commissioner's Rules and Regulations.

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

- (a) verbal reprimands;
- (b) written reprimands;
- (c) 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.

14.3 Discipline Considerations. 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. 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.

14.4 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.

14.5 Bill of Rights. In order to maintain public credibility and accountability, circumstances often require an immediate investigation by superior officers designated by the Sheriff. The following guidelines are intended to ensure that these investigations are conducted in a manner which is conducive to good order and discipline of the Sheriff's Office.

Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:

- (a) When the Sheriff or his designee has basis to investigate a question of employee conduct or performance, such investigation will be commenced within thirty (30) days of the Sheriff's knowledge of the basis for investigation. Whenever the Sheriff or his designee decides to conduct a formal internal investigation, any employee who is the subject of the complaint shall be informed in writing of the nature of the investigation. Written notice shall include sufficient information necessary to reasonably



apprise the employee of the allegations of the complaint and that this Article applies.

- (b) Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the day time.
- (c) Interviews shall take place at the Franklin County Sheriff's office facility, except where impractical. An employee who reasonably anticipates that the employee may be disciplined under the circumstances shall be afforded the opportunity for a representative of the union to be present at the interview. This representative of the Union may be present during the interview but shall not participate in the interview except to the extent permitted by law. If in the course of any interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.
- (d) The questioning shall not be overly long. The employee shall be entitled reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls and rest periods.
- (e) It shall be unlawful for the County to require any employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action. This section does not exclude mutually agreed upon exculpatory polygraph examinations.
- (f) At a party's request an interview shall be recorded on tape. One copy shall be provided to the Guild representative or employee. Within three days of the completion of the investigation and at least three (3) days prior to pre-disciplinary hearing, the employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a complete copy of the investigation report.
- (g) Use of Deadly Force Situations. When an employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the employee shall not be required to make a written or recorded statement for 24 hours after the incident except that immediately following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects, and may be requested to conduct a walk through. The affected employee may waive the requirement to wait 24 hours.



- (h) **Psychological Evaluations.** When there is reasonable basis to believe that an employee is psychologically unfit to perform his/her duties, the employer may require the employee to undergo a psychological examination. Consultations with the County's Employee Assistance Program are not considered psychological examinations.

The Sheriff's Department shall maintain only one working personnel file for each employee. This does not preclude a supervisor from maintaining notes regarding an employee's performance, or the department from maintaining computerized records relating to training, promotion, assignment, or similar data.

Written warnings shall remain in an employee's personnel file for a period of eighteen (18) months except if another written warning is issued within the first eighteen (18) months whether the incident is similar or not, then both written warnings shall remain in the personnel file for eighteen (18) months from the date of the last written warning. Any written warning followed by one or more incidents, whether similar or not, which have lead to more severe discipline such as suspension without pay shall remain as a permanent part of the personnel file along with the more serious discipline. Suspensions without pay and discharges will remain in the employee's personnel file on a permanent basis.

Upon receiving a request for all or part of a personnel file, the affected employee shall be notified of the request, and the information shall not be released for a period of three business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate. The Prosecutor will advise the department in all matters pertaining to the release of information contained in a personnel file. No information which has been retained in a personnel file beyond the time limits established by this contract will be released, except as required by law.

This section shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided, however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

**14.6 When the Investigation Results in Disciplinary Charges Being Recommended.**

- A. The employee and the Union, upon request, will be furnished with a copy of the summary report of the investigation.
- B. If the supervisor's decision is to recommend dismissal, demotion, reduction in pay, or suspension without pay in accordance with Loudermill case law, the following procedures will be followed:
  - (a) The employee and the Union shall be provided with written notice of the charges for the disciplinary action, the facts upon which the charges are based, and the range of discipline under consideration.

The notice shall state that the employee has the right to a hearing for the purpose stated in this Article of this Agreement.

- (b) A hearing before the Sheriff or the Sheriff's designee shall be scheduled upon written request of the Union within ten (10) calendar days after receipt by the employee and the Union of the notice. Failure to request a hearing within such period shall constitute waiver of the right to a Loudermill hearing.
  - (c) The employee and the Union shall have the right to have a Union representative at the hearing.
  - (d) At the hearing, the employee and the Union may present written or oral arguments, the employee's account of the events, otherwise refute the charges, and explain factors in mitigation.
  - (e) The Sheriff or the Sheriff's designee shall provide the employee and the Union written documentation of the decision within fifteen (15) days.
- C. It shall suffice to present an employee with a written reprimand which states the facts and charges, together with all information on which it is based, and to afford the employee informally the procedures set forth in this Article at a meeting to discuss the discipline.

14.7 When Disciplinary Action Results. When the investigation results in a determination of sustained complaint and disciplinary action, only the findings and the disciplinary order may be placed in the employee's personnel file.

14.8 Just Cause Standard. For purposes of this Agreement, "just cause" shall be defined as a cause reasonably related to the employee's ability to perform required work including, but not limited to, competence as an employee, violations of work rules, regulations or written policies, and such other factors as are commonly held by arbitrators to comprise just cause. It is recognized by the parties that each situation calling for possible disciplinary action is unique to its particular circumstances and that appropriate disciplinary action will be considered in the context of such circumstances.

14.9 Probationary Employees. This Article shall apply to disciplinary action involving probationary employees, except for dismissal. The parties recognize that a decision that an employee has failed to satisfactorily complete probation is administrative and is not discipline.

14.10 Limitation of Applicability. The foregoing procedures in Sections 13.5 and 13.6 are intended to apply only to matters involving suspension, reduction in pay, demotion or dismissal, and not to matters of routine supervisory counseling or to events, incidents and disciplinary matters for which reprimands are imposed.

**ARTICLE 15 -- GRIEVANCE PROCEDURE**

15.1 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.

15.2 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.

15.3 Filing. Any party who believes 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.

15.4 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 any 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.

15.5 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 immediate supervisor shall respond within five (5) working days. If the matter is not satisfactorily resolved, then the grievant may initiate a 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.

15.6 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 in 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 an 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 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 granted. 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 of 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 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 occurrences 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.
  - (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 15, the County and the Union shall each be responsible for 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 hereto agree in advance, or both parties decide to obtain a transcript, then the expense of the court reporter and transcript shall be shared equally.

## **ARTICLE 16 -- UNIFORMS AND CLOTHING ALLOWANCES**

16.1 Uniforms. At the time of employment, full-time employees will be issued, at County expense, not less than the uniform/equipment items for their position listed below. Thereafter, the County will replace the uniform and equipment items, at

County expense, as needed to maintain the uniform in serviceable condition. The brand, model, style, color, quantity and vendor of all uniform and equipment shall be approved at the discretion of the Sheriff. The Sheriff will issue gloves as needed.

Shirts 3 winter/3 summer	I.D. card 1
Pants 2	Gun belt 1
Uniform Coat 1	Belt keepers 1
Sweater 1	Holster (1) 1
Rain Coat 1	Clip case/or speed loader case 1
Coveralls 1	Clips 3
Hat summer straw/rain cover 1	Duty Weapon 1
Necktie 1	Handcuffs w/key 1
Light body armor w/cover 1	Cuff case 1
Badge (shirt, coat, hat) 1 each	Portable radio 1
Removable buttons 1 set	Radio holder 1
Collar Insignia 1 set	Chemical agent w/holder 1
Name Plate 2	
Belt (pants) 1	

- (a) Maintenance and Ownership. The employee shall maintain and keep in good condition and repair, all parts of the uniform, and will have available for inspection on due notice, his complete uniform. All purchases shall be through Sheriff's Office established procedures. All uniform and equipment articles purchased by the County will be the property of the County and shall be returned upon request.
- (b) Use of Personal Equipment. An employee, while on duty, may utilize personally owned equipment items, including weapons, approved by the Sheriff. Employees will be provided repair and/or reimbursement of those items when lost or damaged in the line of duty only when the item was inventoried and approved by the Sheriff or his designee.

16.2 Plain Clothes Allowance. Employees assigned detective duties as a regular assignment shall receive an annual clothing allowance of four hundred dollars (\$400) per year prorated over twelve (12) months.

16.3 Uniform Coats/ Cleaning. Road deputies' uniform coats and uniform sweaters will be dry cleaned once per year or as needed as determined by the Sheriff.

16.4 Footwear Allowance. The County shall reimburse employees up to \$125 per year or \$200 every two (2) years for purchase of approved uniform footwear worn on duty, provided that the deputy makes the choice of \$125 every year or \$200 every two years in October of the current year for the subsequent year for budgeting purposes. If no choice is made the \$125 per year will prevail.

**ARTICLE 17 -- WAIVER OF PORTION OF AGREEMENT**

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

**ARTICLE 18 -- 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 19 -- LONGEVITY**

19.1 Employees shall be paid a longevity premium for years of service, which shall increase the employee's regular rate of pay in the following amounts:

5 years of service	1.5%
10 years of service	2.0%
15 years of service	2.5%
20 years of service	3.0%

**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 to this 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 and such interference immediately.

20.2 Discharge of Violations. The Sheriff or designee may discharge and/or discipline any employee who violates Section 19.1. 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 AND WELFARE**

21.1 County Benefits. Effective January 1, 2004, the County will contribute up to a maximum of five hundred eighty-five dollars and no/100 cents (\$585.00) towards the medical, dental, vision, and life insurance plans made available by the County for Employee and dependent coverage, in amounts set forth below. The difference between the premiums for the 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.

Medical premium up to \$507.01  
Dental premium up to \$59.90  
Vision Premium up to \$13.53  
Life Insurance Premium up to \$4.56

21.2 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 change. 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.

21.3 Employee/Insurer Disputes. The Union and/or the employee will indemnify and hold the County harmless from any and all claims made against any and all suits instituted, against any 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.

21.4 LEOFF I Employees. LEOFF I employees are required to participate in a separate insurance program. Therefore, the County shall contribute toward LEOFF I employees' cost of benefits the same percentage of cost of benefits that the County pays for LEOFF II employees pursuant to this Article. For LEOFF I employees, the full cost of the employee medical insurance premiums will be paid by the County. LEOFF I employees who insure their spouse and/or dependents, the County will contribute up to seventy percent (70%) of the premiums for the employee, spouse, and/or dependent insurance premiums and the employee will contribute thirty percent (30%) or more of the premiums for medical insurance depending on the plans chosen by the employee.

**ARTICLE 22 -- SALARIES AND CLASSIFICATIONS**

22.1 Wages. Employees shall be paid wages described in "Appendix A," which is attached hereto and incorporated herein by this reference.

Effective January 1, 2004, a 4.3% wage adjustment will be made to the 2003 Sheriff Deputy Wages Schedule.



22.2 Retroactivity. Salaries and the longevity premium shall be effective January 1, 2004 as shown in "Appendix A, Section 4," attached hereto and incorporated herein by this reference. Regarding retroactive pay increases, only those employees employed on the date of signature of this Agreement shall be eligible for the retroactive pay less normal deductions, however, retroactive pay shall in no event predate an employee's date of hire. Appendix A, Section 4 reflects an across the board adjustment of 4.3%.

### ARTICLE 23 -- PAY ARRANGEMENTS

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

The County and the Union shall 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 -- UNION-MANAGEMENT RELATIONS

25.1 All collective bargaining with respect to all Articles within the scope of this Agreement shall be conducted with the County and by authorized Union representatives. A Union official who is an employee in the bargaining unit (Union Steward and/or a member of the Negotiating or Grievance Committee) shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the bargaining unit; provided:

The representative notifies the County at least forty-eight (48) hours prior to the time off;

The County is able to properly staff the employees' job duties during the time off without incurring overtime costs or adversely affecting operational priorities.

25.2 Union Investigative and Visitation Privileges. The Labor Representative of the Union may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating

Resolution NO. 2006- 306

to this Agreement. County work hours shall not be used by employees or Union Representatives for the promotion of Union affairs other than stated above.

25.3 Bulletin Boards. The County shall provide space for a bulletin board which may be used by the Union. The County retains the right to remove inappropriate material and shall mail any such material to the Union president or USW official responsible for the bargaining unit.

## ARTICLE 26 -- NEGOTIATIONS AND TERM OF AGREEMENT

26.1 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 shall terminate on December 31, 2004. Either party may reopen labor negotiations for the year 2005 during the last quarter of 2004.

26.2 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 Committee.

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 agreed to the terms and conditions of this Agreement by way of the signatures of their duly constituted and authorized representatives on this 12 day of June, 2006.

FOR THE COUNTY:

SHERIFF OF FRANKLIN COUNTY

Richard Latham  
Richard Latham

FRANKLIN COUNTY COMMISSIONERS:

**ABSENT**

Neva J. Corkrum, Chairman

Robert E. Koch  
Robert E. Koch, Chairman Pro Tem

FOR THE UNION:

FRANKLIN ROAD DEPUTIES' UNION


Lee Barrow  
Lee Barrow, Chief Steward

Jim Orosco 06-08-06  
Jim Orosco, Staff Representative


NEGOTIATIONS COMMITTEE:

Gordon Thomasson 6-8-06  
Gordon Thomasson, Negotiator

  
\_\_\_\_\_  
Frank H. Brock, Member

  
\_\_\_\_\_  
Fred H. Bowen, Chief Negotiator

Resolution NO. 2006- 306

  
\_\_\_\_\_  
Darrel Chambers

**APPENDIX "A"****Section 1:** Classifications and equivalents for Sheriffs' Department Personnel in the bargaining unit:**LINE OFFICERS      CRITERIA**

1.      Sergeant      One year as Deputy 1st Class and/or Corporal. If there are no eligible 1st Class Deputies and/or Corporals to take Civil Service examination for Sergeant, then next class Deputies will be eligible.
2.      Corporal      Be a 1st or 2nd Class Deputy, and pass a Civil Service examination for Corporal. If there are no eligible 1st or 2nd Class Deputies to take the exam, then the next class shall be considered eligible.
3.      Detective      Appointment by Sheriff, open to all Road Deputies.
4.      Deputy 1st      Completion of five years with the Department.
5.      Deputy 2<sup>nd</sup>      Completion of three years with the Department.
6.      Deputy 3<sup>rd</sup>      Completion of one year as Trainee and having successfully completed the State requirement of an accredited Police Academy.
7.      Trainee      Having passed a satisfactory Civil Service examination and all other requirements as set forth in Rule V, Section 11 of the General Rules and Regulations of the Civil Service Commission for Franklin County.

**Section 2:** For salaries, the following will 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 be 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 Sheriffs' Department Service.

Section 6. Salaries during 2004 (increase of 4.3%) shall be as follows:

	Monthly Wage	Annual Wage
Sergeant	\$ 4,372	\$ 52,467
Corporal	\$ 4,173	\$ 50,077
Deputy 1st Class	\$ 3,975	\$ 47,698
Deputy 2nd Class	\$ 3,694	\$ 44,332
Deputy 3rd Class	\$ 3,439	\$ 41,265
Deputy Trainee	\$ 3,338	\$ 40,051

Section 7. Education Incentive to be paid as follows:

1. Field Training Officer will be paid 2% additional added base salary
2. College degree in related field, compensation for BA additional 2% added to base salary
3. College degree in related field, compensation for AA additional 1% added to base salary

## APPENDIX "B"

### 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. Employees' 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 sunburns).
  - 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 amount of accrued sick leave, any combination of these items may indicate a pattern of excessive absenteeism.
  - H. Factors not to 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.

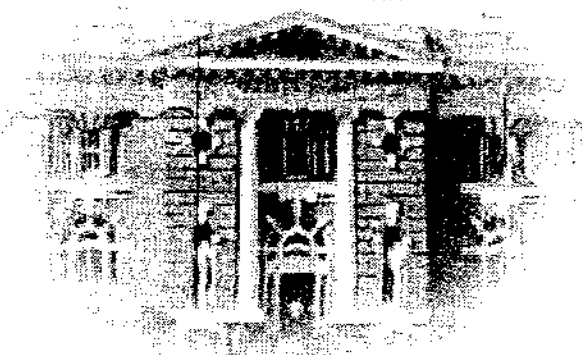
- 3. Employee's Responsibility Under Notification of Possible Misuse. An employee who has been served with a notice of excessive absenteeism may be required to do the following:
  - A. Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, 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 District 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.
- 3. Corrective 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.

June 12, 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**

June 12, 2006

David R. Hevel  
Attorney At Law  
Classic Center Building  
3030 West Clearwater Suite 200  
Kennewick WA 99336

RE: Ricardo Fernandez Notice of Claim

Dear Mr. Hevel:

Please accept this letter in response to the Notice of Claim (claim) submitted by Mr. Ricardo Fernandez and received by the Board of Franklin County Commissioners (Board) on April 6, 2006. Please be advised the Board has given the claim full consideration and respectfully denies such claim, and any and all liabilities thereto, in full on behalf of Franklin County. An investigation performed by Franklin County found the following:

Mr. Fernandez was legally booked in the FCCC on or about March 20, 2006 at approximately 8:25 a.m. Per standard procedure FCCC conducted a state database query on Mr. Fernandez as an FCCC inmate through the Washington State Patrol Washington State Identification System (WASIS) database to locate any outstanding warrants, protection orders or other records from Washington Crime Information Center (WACIC) and/or National Crime Information Center (NCIC) files. The database query identified an outstanding misdemeanor warrant entered on August 7, 2002 by PD Chehalis. On March 22, 2006 Mr. Fernandez, and a person identifying herself as Mr. Fernandez' girlfriend, informed FCCC that the warrant was a mistake. As a result, FCCC conducted a review of information in Booking which confirmed the outstanding warrant identified both an exact spelling of Mr. Fernandez' name and a State Identification Number (SID) identifying Mr. Fernandez. Hereafter, FCCC took Mr. Fernandez to FCCC Booking to have him fingerprinted for further identification. FCCC electronically sent Mr. Fernandez' fingerprints into the state database which returned the same SID that was on the outstanding misdemeanor warrant entered on August 7, 2002 by PD Chehalis. Based on these confirmations, on or about March 23, 2006 at



Page Two

David R. Hevel

June , 2006

RE: Ricardo Fernandez Notice of Claim

approximately 7:00 a.m. Mr. Fernandez was transferred to a Chehalis area jail via state shuttle. Hereafter, investigation found that the state database now identifies that on March 23, 2006 at approximately 2:37 p.m. the SID number identifying the outstanding warrant / Mr. Fernandez was changed by PD Chehalis, approximately seven and a half hours after Mr. Fernandez had been released from FCCC.

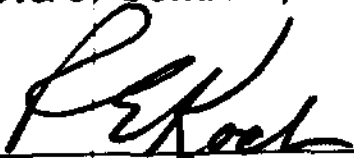
Your attention to the aforementioned is most appreciated.

Sincerely yours,

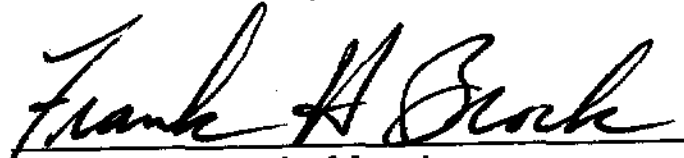
BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

**ABSENT**

Neva J. Corkrum, Chair



Robert E. Koch, Member



Frank H. Brock, Member

NJC/REK/FHB:df