

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of County Commissioners

**FROM:** Mark McCauley, County Administrator  
Sarah Melancon, HR Director

**DATE:** January 9, 2023

**SUBJECT:** Memorandum of Agreement for Corrections Officer Retention Incentive between Jefferson County and Employees Cory Brown, Andrew Koorn, Sarah Kelly, Roderick Macon, Bruce Turner, Brayden Goodier, Steven Feingold, Troy Phillis

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**STATEMENT OF ISSUE:**

In response to the continuing shortage of Sheriff's Department Corrections Staff, the Board of County Commissioners (BOCC) adopted a Memorandum of Agreement on Nov. 21, 2022, with Fraternal Order of Police (FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) to provide a retention incentive for current employees and a hiring incentive for new employees.

These current employees have returned signed and notarized forms to receive the retention incentive: Cory Brown, Andrew Koorn, Sarah Kelly, Roderick Macon, Bruce Turner, Brayden Goodier, Steven Feingold and Troy Phillis.

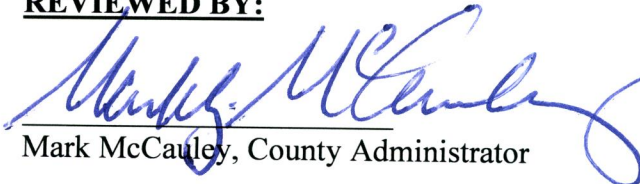
**ANALYSIS:**

Jefferson County Corrections Officers staff the County's Corrections Center ensuring the safety and security of employees, incarcerated people and the public. Of a staff of 15 Corrections Officers assigned to the corrections facility, there are six vacancies. Since January, 2022, current Corrections Officers have been required to work overtime to cover vacancies and have worked approximately 2,600 hours of overtime. The inability to attract and retain qualified Corrections Officers has been exacerbated by the COVID-19 pandemic and agencies in neighboring counties who offer retention and hiring incentives. Offering retention and hiring incentives assists Jefferson County to retain current staff and attract new employees.

**RECOMMENDATION:**

Approve and sign the Memorandum of Agreements between Jefferson County and these current employees: Cory Brown, Andrew Koorn, Sarah Kelly, Roderick Macon, Bruce Turner, Brayden Goodier, Steven Feingold and Troy Phillis.

**REVIEWED BY:**

  
Mark McCauley, County Administrator

1/4/23  
Date

MEMORANDUM OF AGREEMENT

By and Between

JEFFERSON COUNTY AND FOP/JEFFERSON COUNTY SHERIFF'S OFFICE UNIFORMED SUPPORT SERVICES

THIS MEMORANDUM OF AGREEMENT is made by and between Jefferson County, Washington ("County") and the Fraternal Order of Police (FOP)/Jefferson County Sheriff's Office Uniformed Support Services ("JCSOUSS").

WHEREAS, the parties recognize that the work performed by the Corrections officers of the County is of critical importance and essential to the safety of the public and other County staff; and,

WHEREAS, the parties agree that there are ongoing hiring and retention challenges for Corrections officers; and,

WHEREAS, Jefferson County Sheriff's Corrections has experienced a prolonged inability to attract and retain qualified uniformed Corrections officers to staff the County Corrections Facility; and,

WHEREAS, of a staff of 15 employees assigned to the Corrections Facility, there are 6 vacancies among Corrections officers; and,

WHEREAS, current Corrections officers are required to work overtime to cover vacancies and have worked approximately 2,600 hours of overtime since January, 2022, and,

WHEREAS, the parties agree that work by County Corrections officers at current levels of overtime is not sustainable and poses risks to County Corrections officers, inmates and the public; and,

WHEREAS, in the best of economic circumstances it is challenging to hire and retain Corrections officers, and,

WHEREAS, the inability to attract and retain qualified Corrections officers has been exacerbated by the COVID-19 epidemic, and,

WHEREAS, via Public Safety Testing, the County recruits from the same pool of applicants throughout the Puget Sound Region and competes with other agencies in attracting and retaining qualified candidates and staff; and,

WHEREAS, throughout the Puget Sound Region Corrections officers are being offered hiring and retention bonuses; and,

WHEREAS, the ability to maintain appropriate staff levels in the County Corrections Facility is essential to the safety and security of the employees, the incarcerated people and the citizens of the County; and,

WHEREAS, without hiring and retention bonuses, the County will be at a significant competitive disadvantage in hiring and retaining Corrections officers.



NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INCENTIVE PROGRAM

The County adopts the incentive program described below.

a. Entry Level Hiring Incentive

One-time hiring incentive to entry level applicants of \$10,000 and signing a three-year incentive agreement approved by the County Administrator. Paid in installments of \$5,000 at hire, \$2,500 at successful completion of probation, \$2,500 upon completion of second year. If employee separates from County service prior to completion of three years of service, the employee will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a 12 month period.

b. Lateral Level Hiring Incentive

One-time hiring incentive for lateral-level applicants of \$15,000 and signing a three-year incentive agreement approved by the County Administrator.

Paid in installments of \$5,000 at hire, \$5,000 upon completion of first year and \$5,000 upon completion of second year, and signing a three-year agreement approved by the County Administrator. If employee separates from County service prior to completion of three years of service, the employee will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a 12 month period.

c. Current Employee Retention Incentive

One-time retention incentive for currently employed Corrections Deputies and supervisory staff of \$15,000 and signing a three-year incentive agreement approved by the County Administrator. Paid in installments of \$7,500 upon agreement for January, 2023 time (paid February 5, 2023), \$3,750 upon completion of first year and \$3,750 upon completion of second year. If employee separates from County service prior to completion of three years of service, the employee will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a 12 month period.

2. DURATION OF INCENTIVE PROGRAM

The incentive program will be re-evaluated every six months to determine the duration of incentive program. The County may in its sole discretion decide to terminate the incentive program six months after adoption of this Agreement.

3. GENERAL TERMS

a. It is understood and agreed this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

b. Should either party bring any legal action, each party in such action shall pay for its own attorney's fees and court costs. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

c. This Agreement memorializes the entire agreement of the parties and all parts of this Agreement are contained herein. The parties agree that:

- i. No representation or promise not contained in this Agreement has been made.
- ii. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not contained in this Agreement.
- iii. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

d. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved under this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall pay for its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court under the laws of the State of Washington. The parties consent to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

e. The terms of this Agreement are not severable. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be enforceable.

f. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.

g. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.

i. The parties agree this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

**(SIGNATURES FOLLOW ON THE NEXT PAGE)**



JEFFERSON COUNTY WASHINGTON

Board of County Commissioners  
Jefferson County, Washington

By: Heidi Eisenhour 11/21/22  
Heidi Eisenhour, Chair Date

By: Excused Absence 11/21/22  
Kate Deag, Commissioner Date

By: Greg Brotherton 11/21/22  
Greg Brotherton, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway 11/21/22  
Carolyn Galloway Date  
Clerk of the Board

Approved as to form only:

P. C. Hunsucker November 7, 2022  
Philip C. Hunsucker, Date  
Chief Civil Deputy Prosecuting Attorney

FRATERNAL ORDER OF POLICE  
(FOP)/JEFFERSON COUNTY SHERIFF'S OFFICE  
UNIFORMED SUPPORT SERVICES

By: Ashley Moore  
Ashley Moore, Association President  
Date 11/21/22

By: Doug Luse  
Doug Luse, Labor Specialist FOP  
Date 11/21/22

**AGREEMENT BETWEEN JEFFERSON COUNTY, EMPLOYEE AND UNION  
FOR EMPLOYEE RETENTION INCENTIVE**

This Agreement Between Jefferson County, Employee and Union for Employee Retention Incentive (this Agreement) is made and entered into by and between Jefferson County (the County) and CORY BROWN (the Employee) and Fraternal Order of Police (FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the Union).

**WHEREAS**, the Employee is an employee of the County who works at the Jefferson County Sheriff's Department (the Department); and,

**WHEREAS**, the Union is the exclusive bargaining representative for the Employee; and,

**WHEREAS**, the Union has agreed to a Memorandum of Agreement by and between the Department and Fraternal Order of Police(FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the CBA, APPENDIX A), which is incorporated here by reference; and,

**WHEREAS**, the Department has experienced a prolonged inability to attract and retain qualified uniformed Corrections Officers to staff the County Corrections Facility; and,

**WHEREAS**, the ability to maintain appropriate staff levels in the County Corrections Facility is essential to the safety and security of the employees, the incarcerated people and the citizens of the County; and,

**WHEREAS**, under the terms of Agreement the County is offering a retention incentive of \$15,000 to current uniformed Corrections Officers to maintain appropriate staff levels; and

**WHEREAS**, under the terms of Agreement the retention incentive requires completion of three years of service to the County or the Employee will be required to pay back the incentive; and,

**WHEREAS**, the Employee understands that the Department will incur substantial expenses in the provision of the incentive payment under the terms of the Agreement; and,

**WHEREAS**, the one-time retention incentive requires a three-year incentive agreement approved by the County Administrator; and,

**WHEREAS**, it is acknowledged by the undersigned that if the undersigned were to leave County employment prior to completion of three years of service, the undersigned will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a twelve-month period;

**NOW, THEREFORE**, the County, the Employee and the Union hereby agree:

1. Current Employee Retention Incentive

- a. The Department will pay a Retention Incentive of \$15,000 to the Employee.
- b. The Retention Incentive will be paid in installments as follows:



- i. \$7,500 upon signing Agreement for January 2023, paid February 5, 2023;
  - ii. \$3,750 upon completion of first year; and
  - iii. \$3,750 upon completion of second year.
- 2. Required Reimbursement of Incentive if Employee Separates from County Service Prior to Completion of Three Years of Service:

Employee will be required to pay back the Retention Incentive on a pro-rated basis in equal monthly installments over a 12-month period if Employee separates from County service prior to completion of three-years of service.
- 3. Deduction from Employee Pay Authorized.
  - a. Repayment Where Employee Resigns from Corrections Officer job. If the Employee resigns from a Corrections Officer job before the completion of the three-year period, but remains employed by the County, then reimbursement of Incentive of all amounts already paid shall be repaid on a pro-rated basis in equal monthly installments over a 12-month period, starting on the first day of the next month following resignation.
  - b. Repayment Where Employee Resigns from County. If the Employee is terminated from employment at the County, either voluntarily or involuntarily, then the remaining shall be repaid on a pro-rated basis in equal monthly installments over a 12-month period, starting on the first day of the next month following resignation.
- 4. Discretion for the Department to Waive or Modify the Repayment Provisions of this Agreement, When an Employee Is Being Offered Another Position within the County. The Department Director may waive or modify the reimbursement obligation required by this Agreement at their sole discretion. Any other director of a County department may waive or modify the reimbursement obligation required by this Agreement at their sole discretion when deciding whether to offer the Employee a position outside of the Department, provided that the terms of the employment for the position outside of the Department require the other department to reimburse the Department on the Employee's behalf.
- 5. Controlling Law.
  - a. It is understood and agreed this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents.
  - b. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.
- 6. Litigation/Jurisdiction/Venue.

- a. Should either party bring any legal action, each party in such action shall pay for its own attorney's fees and court costs.
  - b. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.
  - c. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall pay for its own attorney's fees and court costs.
7. Entire Agreement. This Agreement memorializes the entire agreement of the parties and all parts of this Agreement are contained herein. The parties agree that:
- a. No representation or promise not contained in this Agreement has been made.
  - b. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not contained in this Agreement.
  - c. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
8. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the sections or this Agreement.
9. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
10. No Oral Waiver. No term or provision of this Agreement will be waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
11. Order of Precedence. If there is an inconsistency in this Agreement, or between its terms and Appendix B; the CBA; or the County's Personnel Administration Manual, the inconsistency shall be resolved by giving precedence in the following order: (a) Appendix B; (b) the CBA; and, (c) the County's Personnel Administration Manual.
12. Severability. Provided it does not result in a material change in the terms, if any provision or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
13. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.



14. Signature in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
15. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
16. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.
17. Employee's Acknowledgement of Receipt/Waiver or Right to Independent Legal Advice. By signing below, Employee acknowledges and agrees that Employee has had the opportunity to review this Agreement, consult with the Union and/or an attorney, and Employee accepts the terms and conditions of this Agreement. The Employee and the Union understand that the Employee has the right to have this document examined by an Attorney of their choosing and at their expense, and to discuss its terms with their attorney prior to signing it and has chosen to proceed as indicated below:

**Employee: Initial one of the lines below as applicable:**

/ CB / I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult with an attorney.

/ \_\_\_\_\_ / I have consulted an attorney regarding this Agreement and received his/her explanation of its terms as evidenced by the attorney's signature below. (If you initial this paragraph, have your attorney also sign this agreement.)

**[SIGNATURE PAGE FOLLOWS]**

For Employee

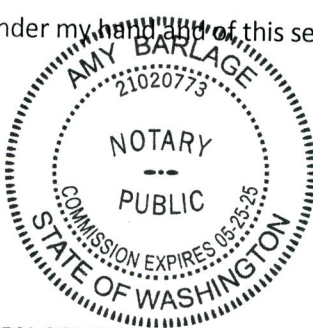
Employee Signature

Date

Cory Brown  
Employee Printed Name

On this day personally appeared before me Cory Brown, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 5 day of December 20 22.



Amy Barlage  
NOTARY PUBLIC in and for the  
State of Washington

JEFFERSON COUNTY:

EMPLOYEE:

Chair, Board of County Commissioners

Date

Signature

Date

Printed Name

Approved as to form:

JCSOUSS EMPLOYEE ASSOCIATION/FOP

Philip C. Hunsucker  
Chief Civil Deputy Prosecutor

Date

Ashley Moore, Association President Date

Doug Luse, FOP Labor Specialist

Date



For Employee

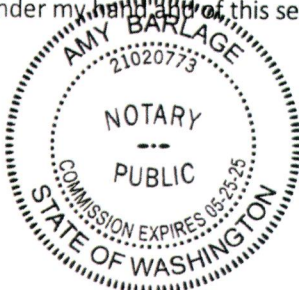
Employee Signature

Date

Employee Printed Name

On this day personally appeared before me Cory Brown known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and seal of this seal this 5 day of December 20 22.



NOTARY PUBLIC in and for the  
State of Washington

JEFFERSON COUNTY:

EMPLOYEE:

Date

Chair, Board of County Commissioners

Signature

Date

Printed Name

Approved as to form:

JCSOUSS EMPLOYEE ASSOCIATION/FOP

Barbara D. Ehrlichman

01.04.2023 for

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecutor

Ashley Moore, Association President

Date

Doug Luse, FOP Labor Specialist

Date

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**FOR EMPLOYEE RETENTION INCENTIVE**

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**WHEREAS**, the Employee is an employee of the County who works at the Jefferson County Sheriff's Department (the Department); and,

**WHEREAS**, the Union is the exclusive bargaining representative for the Employee; and,

**WHEREAS**, the Union has agreed to a Memorandum of Agreement by and between the Department and Fraternal Order of Police(FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the CBA, APPENDIX A), which is incorporated here by reference; and,

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**WHEREAS**, the ability to maintain appropriate staff levels in the County Corrections Facility is essential to the safety and security of the employees, the incarcerated people and the citizens of the County; and,

**WHEREAS**, under the terms of Agreement the County is offering a retention incentive of \$15,000 to current uniformed Corrections Officers to maintain appropriate staff levels; and

**WHEREAS**, under the terms of Agreement the retention incentive requires completion of three years of service to the County or the Employee will be required to pay back the incentive; and,

**WHEREAS**, the Employee understands that the Department will incur substantial expenses in the provision of the incentive payment under the terms of the Agreement; and,

**WHEREAS**, the one-time retention incentive requires a three-year incentive agreement approved by the County Administrator; and,

**WHEREAS**, it is acknowledged by the undersigned that if the undersigned were to leave County employment prior to completion of three years of service, the undersigned will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a twelve-month period;

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  - a. Repayment Where Employee Resigns from Corrections Officer job. If the Employee resigns from a Corrections Officer job before the completion of the three-year period, but remains employed by the County, then reimbursement of Incentive of all amounts already paid shall be repaid on a pro-rated basis in equal monthly installments over a 12-month period, starting on the first day of the next month following resignation.
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  - b. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not contained in this Agreement.
  - c. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
8. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the sections or this Agreement.
9. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
10. No Oral Waiver. No term or provision of this Agreement will be waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
11. Order of Precedence. If there is an inconsistency in this Agreement, or between its terms and Appendix B; the CBA; or the County's Personnel Administration Manual, the inconsistency shall be resolved by giving precedence in the following order: (a) Appendix B; (b) the CBA; and, (c) the County's Personnel Administration Manual.
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13. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.



14. Signature in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
15. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
16. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.
17. Employee's Acknowledgement of Receipt/Waiver or Right to Independent Legal Advice. By signing below, Employee acknowledges and agrees that Employee has had the opportunity to review this Agreement, consult with the Union and/or an attorney, and Employee accepts the terms and conditions of this Agreement. The Employee and the Union understand that the Employee has the right to have this document examined by an Attorney of their choosing and at their expense, and to discuss its terms with their attorney prior to signing it and has chosen to proceed as indicated below:

**Employee: Initial one of the lines below as applicable:**

/ PE / I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult with an attorney.

/ \_\_\_\_\_ / I have consulted an attorney regarding this Agreement and received his/her explanation of its terms as evidence by the attorney's signature below. (If you initial this paragraph, have your attorney also sign this agreement.)

**[SIGNATURE PAGE FOLLOWS]**

For Employee

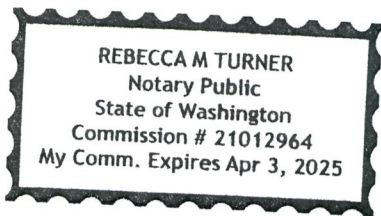
Employee Signature

Date

Andrew Koorn  
Employee Printed Name

On this day personally appeared before me Andrew Koorn, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 14 day of December 20 22.



[Signature]  
NOTARY PUBLIC in and for the Jefferson  
State of Washington  
EXP 04/03/2025

JEFFERSON COUNTY:

EMPLOYEE:

\_\_\_\_\_  
Date  
Chair, Board of County Commissioners

[Signature]  
Signature  
Andrew Koorn  
Printed Name

Approved as to form:

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Philip C. Hunsucker  
Chief Civil Deputy Prosecutor

Date

\_\_\_\_\_  
Ashley Moore, Association President

Date

\_\_\_\_\_  
Doug Luse, FOP Labor Specialist

Date



For Employee

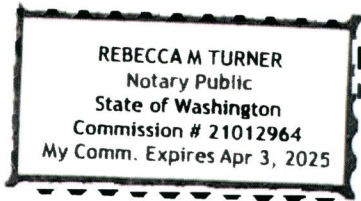
[Signature]  
Employee Signature

Date

Andrew Koorn  
Employee Printed Name

On this day personally appeared before me Andrew Koorn, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 14 day of December 2022.



[Signature]  
NOTARY PUBLIC in and for the Jefferson  
State of Washington  
EXP 04/03/2025

JEFFERSON COUNTY:

\_\_\_\_\_  
Date  
Chair, Board of County Commissioners

EMPLOYEE:

[Signature]  
Signature  
Andrew Koorn  
Printed Name

Approved as to form:

Babara D. Ehrlichman 01.04.2023 for  
Philip C. Hunsucker Date  
Chief Civil Deputy Prosecutor

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Ashley Moore, Association President Date

\_\_\_\_\_  
Doug Luse, FOP Labor Specialist Date

**AGREEMENT BETWEEN JEFFERSON COUNTY, EMPLOYEE AND UNION**  
**FOR EMPLOYEE RETENTION INCENTIVE**

This Agreement Between Jefferson County, Employee and Union for Employee Retention Incentive (this Agreement) is made and entered into by and between Jefferson County (the County) and Sarah Kelly (the Employee) and Fraternal Order of Police (FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the Union).

**WHEREAS**, the Employee is an employee of the County who works at the Jefferson County Sheriff's Department (the Department); and,

**WHEREAS**, the Union is the exclusive bargaining representative for the Employee; and,

**WHEREAS**, the Union has agreed to a Memorandum of Agreement by and between the Department and Fraternal Order of Police(FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the CBA, APPENDIX A), which is incorporated here by reference; and,

**WHEREAS**, the Department has experienced a prolonged inability to attract and retain qualified uniformed Corrections Officers to staff the County Corrections Facility; and,

**WHEREAS**, the ability to maintain appropriate staff levels in the County Corrections Facility is essential to the safety and security of the employees, the incarcerated people and the citizens of the County; and,

**WHEREAS**, under the terms of Agreement the County is offering a retention incentive of \$15,000 to current uniformed Corrections Officers to maintain appropriate staff levels; and

**WHEREAS**, under the terms of Agreement the retention incentive requires completion of three years of service to the County or the Employee will be required to pay back the incentive; and,

**WHEREAS**, the Employee understands that the Department will incur substantial expenses in the provision of the incentive payment under the terms of the Agreement; and,

**WHEREAS**, the one-time retention incentive requires a three-year incentive agreement approved by the County Administrator; and,

**WHEREAS**, it is acknowledged by the undersigned that if the undersigned were to leave County employment prior to completion of three years of service, the undersigned will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a twelve-month period;

**NOW, THEREFORE**, the County, the Employee and the Union hereby agree:

1. Current Employee Retention Incentive

- a. The Department will pay a Retention Incentive of \$15,000 to the Employee.
- b. The Retention Incentive will be paid in installments as follows:



- i. \$7,500 upon signing Agreement for January 2023, paid February 5, 2023;
  - ii. \$3,750 upon completion of first year; and
  - iii. \$3,750 upon completion of second year.
2. Required Reimbursement of Incentive if Employee Separates from County Service Prior to Completion of Three Years of Service:

Employee will be required to pay back the Retention Incentive on a pro-rated basis in equal monthly installments over a 12-month period if Employee separates from County service prior to completion of three-years of service.
3. Deduction from Employee Pay Authorized.
  - a. Repayment Where Employee Resigns from Corrections Officer job. If the Employee resigns from a Corrections Officer job before the completion of the three-year period, but remains employed by the County, then reimbursement of Incentive of all amounts already paid shall be repaid on a pro-rated basis in equal monthly installments over a 12-month period, starting on the first day of the next month following resignation.
  - b. Repayment Where Employee Resigns from County. If the Employee is terminated from employment at the County, either voluntarily or involuntarily, then the remaining shall be repaid on a pro-rated basis in equal monthly installments over a 12-month period, starting on the first day of the next month following resignation.
4. Discretion for the Department to Waive or Modify the Repayment Provisions of this Agreement, When an Employee Is Being Offered Another Position within the County. The Department Director may waive or modify the reimbursement obligation required by this Agreement at their sole discretion. Any other director of a County department may waive or modify the reimbursement obligation required by this Agreement at their sole discretion when deciding whether to offer the Employee a position outside of the Department, provided that the terms of the employment for the position outside of the Department require the other department to reimburse the Department on the Employee's behalf.
5. Controlling Law.
  - a. It is understood and agreed this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents.
  - b. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.
6. Litigation/Jurisdiction/Venue.

- a. Should either party bring any legal action, each party in such action shall pay for its own attorney's fees and court costs.
  - b. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.
  - c. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall pay for its own attorney's fees and court costs.
7. Entire Agreement. This Agreement memorializes the entire agreement of the parties and all parts of this Agreement are contained herein. The parties agree that:
  - a. No representation or promise not contained in this Agreement has been made.
  - b. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not contained in this Agreement.
  - c. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
8. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the sections or this Agreement.
9. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
10. No Oral Waiver. No term or provision of this Agreement will be waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
11. Order of Precedence. If there is an inconsistency in this Agreement, or between its terms and Appendix B; the CBA; or the County's Personnel Administration Manual, the inconsistency shall be resolved by giving precedence in the following order: (a) Appendix B; (b) the CBA; and, (c) the County's Personnel Administration Manual.
12. Severability. Provided it does not result in a material change in the terms, if any provision or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
13. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.



14. Signature in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
15. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
16. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.
17. Employee's Acknowledgement of Receipt/Waiver or Right to Independent Legal Advice. By signing below, Employee acknowledges and agrees that Employee has had the opportunity to review this Agreement, consult with the Union and/or an attorney, and Employee accepts the terms and conditions of this Agreement. The Employee and the Union understand that the Employee has the right to have this document examined by an Attorney of their choosing and at their expense, and to discuss its terms with their attorney prior to signing it and has chosen to proceed as indicated below:

**Employee: Initial one of the lines below as applicable:**

/ SN / I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult with an attorney.

/ \_\_\_\_\_ / I have consulted an attorney regarding this Agreement and received his/her explanation of its terms as evidence by the attorney's signature below. (If you initial this paragraph, have your attorney also sign this agreement.)

**[SIGNATURE PAGE FOLLOWS]**

For Employee

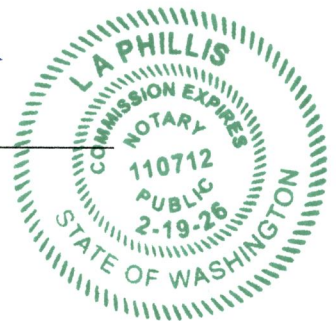
Sarah Kelly 12.3.2022  
Employee Signature Date

Sarah Kelly  
Employee Printed Name

On this day personally appeared before me Sarah Kelly, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 3rd day of December 20 22.

L.A. Phillis  
NOTARY PUBLIC in and for the  
State of Washington



JEFFERSON COUNTY:

\_\_\_\_\_  
Date  
Chair, Board of County Commissioners

Approved as to form:

\_\_\_\_\_  
Philip C. Hunsucker Date  
Chief Civil Deputy Prosecutor

EMPLOYEE:

Sarah Kelly 12.3.2022  
Signature Date

Sarah Kelly  
Printed Name

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Ashley Moore, Association President Date

\_\_\_\_\_  
Doug Luse, FOP Labor Specialist Date



For Employee

Sarah Kelly 12.3.2022  
Employee Signature Date

Sarah Kelly  
Employee Printed Name

On this day personally appeared before me Sarah Kelly, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 3rd day of December 20 22

L.A. Phillis  
NOTARY PUBLIC in and for the  
State of Washington



JEFFERSON COUNTY:

\_\_\_\_\_  
Date  
Chair, Board of County Commissioners

EMPLOYEE:

Sarah Kelly 12.3.2022  
Signature Date

Sarah Kelly  
Printed Name

Approved as to form:

Bubara D. Ehrlichman 01.04.2023 for  
Philip C. Hunsucker Date  
Chief Civil Deputy Prosecutor

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Ashley Moore, Association President Date

\_\_\_\_\_  
Doug Luse, FOP Labor Specialist Date

**AGREEMENT BETWEEN JEFFERSON COUNTY, EMPLOYEE AND UNION**  
**FOR EMPLOYEE RETENTION INCENTIVE**

This Agreement Between Jefferson County, Employee and Union for Employee Retention Incentive (this Agreement) is made and entered into by and between Jefferson County (the County) and RODERICK LEMAR MACON (the Employee) and Fraternal Order of Police (FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the Union).

**WHEREAS**, the Employee is an employee of the County who works at the Jefferson County Sheriff's Department (the Department); and,

**WHEREAS**, the Union is the exclusive bargaining representative for the Employee; and,

**WHEREAS**, the Union has agreed to a Memorandum of Agreement by and between the Department and Fraternal Order of Police(FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the CBA, APPENDIX A), which is incorporated here by reference; and,

**WHEREAS**, the Department has experienced a prolonged inability to attract and retain qualified uniformed Corrections Officers to staff the County Corrections Facility; and,

**WHEREAS**, the ability to maintain appropriate staff levels in the County Corrections Facility is essential to the safety and security of the employees, the incarcerated people and the citizens of the County; and,

**WHEREAS**, under the terms of Agreement the County is offering a retention incentive of \$15,000 to current uniformed Corrections Officers to maintain appropriate staff levels; and

**WHEREAS**, under the terms of Agreement the retention incentive requires completion of three years of service to the County or the Employee will be required to pay back the incentive; and,

**WHEREAS**, the Employee understands that the Department will incur substantial expenses in the provision of the incentive payment under the terms of the Agreement; and,

**WHEREAS**, the one-time retention incentive requires a three-year incentive agreement approved by the County Administrator; and,

**WHEREAS**, it is acknowledged by the undersigned that if the undersigned were to leave County employment prior to completion of three years of service, the undersigned will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a twelve-month period;

**NOW, THEREFORE**, the County, the Employee and the Union hereby agree:

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- 2. Required Reimbursement of Incentive if Employee Separates from County Service Prior to Completion of Three Years of Service:

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- 3. Deduction from Employee Pay Authorized.
  - a. Repayment Where Employee Resigns from Corrections Officer job. If the Employee resigns from a Corrections Officer job before the completion of the three-year period, but remains employed by the County, then reimbursement of Incentive of all amounts already paid shall be repaid on a pro-rated basis in equal monthly installments over a 12-month period, starting on the first day of the next month following resignation.
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  - b. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not contained in this Agreement.
  - c. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
8. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the sections or this Agreement.
9. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
10. No Oral Waiver. No term or provision of this Agreement will be waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
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13. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.



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16. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.
17. Employee's Acknowledgement of Receipt/Waiver or Right to Independent Legal Advice. By signing below, Employee acknowledges and agrees that Employee has had the opportunity to review this Agreement, consult with the Union and/or an attorney, and Employee accepts the terms and conditions of this Agreement. The Employee and the Union understand that the Employee has the right to have this document examined by an Attorney of their choosing and at their expense, and to discuss its terms with their attorney prior to signing it and has chosen to proceed as indicated below:

**Employee: Initial one of the lines below as applicable:**

/ RLM / I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult with an attorney.

/ \_\_\_\_\_ / I have consulted an attorney regarding this Agreement and received his/her explanation of its terms as evidenced by the attorney's signature below. (If you initial this paragraph, have your attorney also sign this agreement.)

**[SIGNATURE PAGE FOLLOWS]**

For Employee

Roderick L. Macon 12-12-22

Employee Signature

Date

RODERICK LEMAR MACON

Employee Printed Name

On this day personally appeared before me RODERICK LEMAR MACON, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 12 day of December 2022.



JEFFERSON COUNTY

[Signature]  
NOTARY PUBLIC in and for the  
State of Washington Jefferson

exp 04/03/2025

EMPLOYEE:

\_\_\_\_\_  
Date

Chair, Board of County Commissioners

Roderick L. Macon 12-12-22  
Signature Date

RODERICK L. MACON

Printed Name

Approved as to form:

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Philip C. Hunsucker Date  
Chief Civil Deputy Prosecutor

\_\_\_\_\_  
Ashley Moore, Association President Date

\_\_\_\_\_  
Doug Luse, FOP Labor Specialist Date



For Employee

[Signature] 12-12-22  
Employee Signature Date

RODERICK LEMAR MACON  
Employee Printed Name

On this day personally appeared before me RODERICK LEMAR MACON known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 12 day of December 2022.



JEFFERSON COUNTY

[Signature]  
NOTARY PUBLIC in and for the  
State of Washington Jefferson  
exp 04/03/2025

EMPLOYEE:

\_\_\_\_\_  
Date  
Chair, Board of County Commissioners

[Signature] 12-12-22  
Signature Date  
RODERICK L. MACON  
Printed Name

Approved as to form:

Barbara D. Ehrlichman 01.04.2023 for  
Philip C. Hunsucker Date  
Chief Civil Deputy Prosecutor

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Ashley Moore, Association President Date

\_\_\_\_\_  
Doug Luse, FOP Labor Specialist Date

**AGREEMENT BETWEEN JEFFERSON COUNTY, EMPLOYEE AND UNION**  
**FOR EMPLOYEE RETENTION INCENTIVE**

This Agreement Between Jefferson County, Employee and Union for Employee Retention Incentive (this Agreement) is made and entered into by and between Jefferson County (the County) and Bruce Turner (the Employee) and Fraternal Order of Police (FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the Union).

**WHEREAS**, the Employee is an employee of the County who works at the Jefferson County Sheriff's Department (the Department); and,

**WHEREAS**, the Union is the exclusive bargaining representative for the Employee; and,

**WHEREAS**, the Union has agreed to a Memorandum of Agreement by and between the Department and Fraternal Order of Police(FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the CBA, APPENDIX A), which is incorporated here by reference; and,

**WHEREAS**, the Department has experienced a prolonged inability to attract and retain qualified uniformed Corrections Officers to staff the County Corrections Facility; and,

**WHEREAS**, the ability to maintain appropriate staff levels in the County Corrections Facility is essential to the safety and security of the employees, the incarcerated people and the citizens of the County; and,

**WHEREAS**, under the terms of Agreement the County is offering a retention incentive of \$15,000 to current uniformed Corrections Officers to maintain appropriate staff levels; and

**WHEREAS**, under the terms of Agreement the retention incentive requires completion of three years of service to the County or the Employee will be required to pay back the incentive; and,

**WHEREAS**, the Employee understands that the Department will incur substantial expenses in the provision of the incentive payment under the terms of the Agreement; and,

**WHEREAS**, the one-time retention incentive requires a three-year incentive agreement approved by the County Administrator; and,

**WHEREAS**, it is acknowledged by the undersigned that if the undersigned were to leave County employment prior to completion of three years of service, the undersigned will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a twelve-month period;

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13. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.



14. Signature in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
15. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
16. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.
17. Employee's Acknowledgement of Receipt/Waiver or Right to Independent Legal Advice. By signing below, Employee acknowledges and agrees that Employee has had the opportunity to review this Agreement, consult with the Union and/or an attorney, and Employee accepts the terms and conditions of this Agreement. The Employee and the Union understand that the Employee has the right to have this document examined by an Attorney of their choosing and at their expense, and to discuss its terms with their attorney prior to signing it and has chosen to proceed as indicated below:

**Employee: Initial one of the lines below as applicable:**

/ BET / I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult with an attorney.

/ BET / I have consulted an attorney regarding this Agreement and received his/her explanation of its terms as evidence by the attorney's signature below. (If you initial this paragraph, have your attorney also sign this agreement.)

**[SIGNATURE PAGE FOLLOWS]**

For Employee

Employee Signature

Date

Bruce Turner

12/1/22

Employee Printed Name

On this day personally appeared before me Bruce Turner, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 2nd day of December 2022.

La Phillis  
NOTARY PUBLIC in and for the  
State of Washington



JEFFERSON COUNTY:

EMPLOYEE:

\_\_\_\_\_  
Chair, Board of County Commissioners

Date

Signature

Date

Bruce Turner

Printed Name

Approved as to form:

JCSOUSS EMPLOYEE ASSOCIATION/FOP

Philip C. Hunsucker  
Chief Civil Deputy Prosecutor

Date

Ashley Moore, Association President Date

Doug Luse, FOP Labor Specialist

Date



For Employee

Employee Signature

Date

Bruce Turner

12/1/22

Employee Printed Name

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Given under my hand and of this seal this 2<sup>nd</sup> day of December 2022.

L.A. Phillis

NOTARY PUBLIC in and for the  
State of Washington



JEFFERSON COUNTY:

EMPLOYEE:

Chair, Board of County Commissioners

Date

Signature

Date

Printed Name

Bruce Turner

Approved as to form:

JCSOUSS EMPLOYEE ASSOCIATION/FOP

Barbara D. Ehrlichman

01.03.2023 for

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecutor

Ashley Moore, Association President

Date

Doug Luse, FOP Labor Specialist

Date

**AGREEMENT BETWEEN JEFFERSON COUNTY, EMPLOYEE AND UNION**  
**FOR EMPLOYEE RETENTION INCENTIVE**

This Agreement Between Jefferson County, Employee and Union for Employee Retention Incentive (this Agreement) is made and entered into by and between Jefferson County (the County) and Brauden Goodier (the Employee) and Fraternal Order of Police (FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the Union).

**WHEREAS**, the Employee is an employee of the County who works at the Jefferson County Sheriff's Department (the Department); and,

**WHEREAS**, the Union is the exclusive bargaining representative for the Employee; and,

**WHEREAS**, the Union has agreed to a Memorandum of Agreement by and between the Department and Fraternal Order of Police(FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the CBA, APPENDIX A), which is incorporated here by reference; and,

**WHEREAS**, the Department has experienced a prolonged inability to attract and retain qualified uniformed Corrections Officers to staff the County Corrections Facility; and,

**WHEREAS**, the ability to maintain appropriate staff levels in the County Corrections Facility is essential to the safety and security of the employees, the incarcerated people and the citizens of the County; and,

**WHEREAS**, under the terms of Agreement the County is offering a retention incentive of \$15,000 to current uniformed Corrections Officers to maintain appropriate staff levels; and

**WHEREAS**, under the terms of Agreement the retention incentive requires completion of three years of service to the County or the Employee will be required to pay back the incentive; and,

**WHEREAS**, the Employee understands that the Department will incur substantial expenses in the provision of the incentive payment under the terms of the Agreement; and,

**WHEREAS**, the one-time retention incentive requires a three-year incentive agreement approved by the County Administrator; and,

**WHEREAS**, it is acknowledged by the undersigned that if the undersigned were to leave County employment prior to completion of three years of service, the undersigned will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a twelve-month period;

**NOW, THEREFORE**, the County, the Employee and the Union hereby agree:

1. Current Employee Retention Incentive

- a. The Department will pay a Retention Incentive of \$15,000 to the Employee.
- b. The Retention Incentive will be paid in installments as follows:



- i. \$7,500 upon signing Agreement for January 2023, paid February 5, 2023;
  - ii. \$3,750 upon completion of first year; and
  - iii. \$3,750 upon completion of second year.
- 2. Required Reimbursement of Incentive if Employee Separates from County Service Prior to Completion of Three Years of Service:

Employee will be required to pay back the Retention Incentive on a pro-rated basis in equal monthly installments over a 12-month period if Employee separates from County service prior to completion of three-years of service.
- 3. Deduction from Employee Pay Authorized.
  - a. Repayment Where Employee Resigns from Corrections Officer job. If the Employee resigns from a Corrections Officer job before the completion of the three-year period, but remains employed by the County, then reimbursement of Incentive of all amounts already paid shall be repaid on a pro-rated basis in equal monthly installments over a 12-month period, starting on the first day of the next month following resignation.
  - b. Repayment Where Employee Resigns from County. If the Employee is terminated from employment at the County, either voluntarily or involuntarily, then the remaining shall be repaid on a pro-rated basis in equal monthly installments over a 12-month period, starting on the first day of the next month following resignation.
- 4. Discretion for the Department to Waive or Modify the Repayment Provisions of this Agreement, When an Employee Is Being Offered Another Position within the County. The Department Director may waive or modify the reimbursement obligation required by this Agreement at their sole discretion. Any other director of a County department may waive or modify the reimbursement obligation required by this Agreement at their sole discretion when deciding whether to offer the Employee a position outside of the Department, provided that the terms of the employment for the position outside of the Department require the other department to reimburse the Department on the Employee's behalf.
- 5. Controlling Law.
  - a. It is understood and agreed this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents.
  - b. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.
- 6. Litigation/Jurisdiction/Venue.

- a. Should either party bring any legal action, each party in such action shall pay for its own attorney's fees and court costs.
  - b. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.
  - c. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall pay for its own attorney's fees and court costs.
7. Entire Agreement. This Agreement memorializes the entire agreement of the parties and all parts of this Agreement are contained herein. The parties agree that:
  - a. No representation or promise not contained in this Agreement has been made.
  - b. They are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not contained in this Agreement.
  - c. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
8. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the sections or this Agreement.
9. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
10. No Oral Waiver. No term or provision of this Agreement will be waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
11. Order of Precedence. If there is an inconsistency in this Agreement, or between its terms and Appendix B; the CBA; or the County's Personnel Administration Manual, the inconsistency shall be resolved by giving precedence in the following order: (a) Appendix B; (b) the CBA; and, (c) the County's Personnel Administration Manual.
12. Severability. Provided it does not result in a material change in the terms, if any provision or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
13. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the parties.



14. Signature in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
15. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
16. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.
17. Employee's Acknowledgement of Receipt/Waiver or Right to Independent Legal Advice. By signing below, Employee acknowledges and agrees that Employee has had the opportunity to review this Agreement, consult with the Union and/or an attorney, and Employee accepts the terms and conditions of this Agreement. The Employee and the Union understand that the Employee has the right to have this document examined by an Attorney of their choosing and at their expense, and to discuss its terms with their attorney prior to signing it and has chosen to proceed as indicated below:

**Employee: Initial one of the lines below as applicable:**

/ Bh / I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult with an attorney.

/ \_\_\_\_\_ / I have consulted an attorney regarding this Agreement and received his/her explanation of its terms as evidenced by the attorney's signature below. (If you initial this paragraph, have your attorney also sign this agreement.)

**[SIGNATURE PAGE FOLLOWS]**



For Employee

[Signature] 12-2-22  
Employee Signature Date

Brayden Goodier  
Employee Printed Name

On this day personally appeared before me Brayden Goodier, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 2nd day of December 20 22.

[Signature]  
NOTARY PUBLIC in and for the  
State of Washington



JEFFERSON COUNTY:

EMPLOYEE:

\_\_\_\_\_  
Date  
Chair, Board of County Commissioners

[Signature] 12-2-22  
Signature Date

Brayden Goodier  
Printed Name

Approved as to form:

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Date  
Philip C. Hunsucker  
Chief Civil Deputy Prosecutor

\_\_\_\_\_  
Date  
Ashley Moore, Association President

\_\_\_\_\_  
Date  
Doug Luse, FOP Labor Specialist

For Employee

[Signature]

Employee Signature

12-2-22

Date

Brayden Goodier

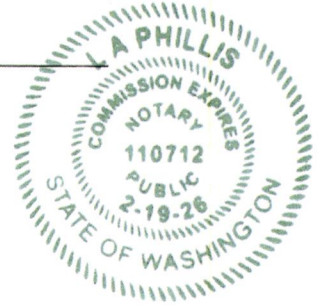
Employee Printed Name

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Given under my hand and of this seal this 2nd day of December 20 22

[Signature]

NOTARY PUBLIC in and for the  
State of Washington



JEFFERSON COUNTY:

EMPLOYEE:

\_\_\_\_\_  
Date

Chair, Board of County Commissioners

[Signature]

Signature

12-2-22

Date

Brayden Goodier

Printed Name

Approved as to form:

JCSOUSS EMPLOYEE ASSOCIATION/FOP

Bubara D. Ehrlichman

01.04.2023 for

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecutor

Ashley Moore, Association President

Date

\_\_\_\_\_  
Doug Luse, FOP Labor Specialist

Date



**AGREEMENT BETWEEN JEFFERSON COUNTY, EMPLOYEE AND UNION**  
**FOR EMPLOYEE RETENTION INCENTIVE**

This Agreement Between Jefferson County, Employee and Union for Employee Retention Incentive (this Agreement) is made and entered into by and between Jefferson County (the County) and STEVEN FEINGOLD (the Employee) and Fraternal Order of Police (FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the Union).

**WHEREAS**, the Employee is an employee of the County who works at the Jefferson County Sheriff's Department (the Department); and,

**WHEREAS**, the Union is the exclusive bargaining representative for the Employee; and,

**WHEREAS**, the Union has agreed to a Memorandum of Agreement by and between the Department and Fraternal Order of Police(FOP)/Jefferson County Sheriff's Office Uniformed Support Services (JCSOUSS) (the CBA, APPENDIX A), which is incorporated here by reference; and,

**WHEREAS**, the Department has experienced a prolonged inability to attract and retain qualified uniformed Corrections Officers to staff the County Corrections Facility; and,

**WHEREAS**, the ability to maintain appropriate staff levels in the County Corrections Facility is essential to the safety and security of the employees, the incarcerated people and the citizens of the County; and,

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**WHEREAS**, under the terms of Agreement the retention incentive requires completion of three years of service to the County or the Employee will be required to pay back the incentive; and,

**WHEREAS**, the Employee understands that the Department will incur substantial expenses in the provision of the incentive payment under the terms of the Agreement; and,

**WHEREAS**, the one-time retention incentive requires a three-year incentive agreement approved by the County Administrator; and,

**WHEREAS**, it is acknowledged by the undersigned that if the undersigned were to leave County employment prior to completion of three years of service, the undersigned will be required to pay back the incentive on a pro-rated basis in equal monthly installments over a twelve-month period;

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3. Deduction from Employee Pay Authorized.
- a. Repayment Where Employee Resigns from Corrections Officer job. If the Employee resigns from a Corrections Officer job before the completion of the three-year period, but remains employed by the County, then reimbursement of Incentive of all amounts already paid shall be repaid on a pro-rated basis in equal monthly installments over a 12-month period, starting on the first day of the next month following resignation.
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**Employee: Initial one of the lines below as applicable:**

/ af / I fully understand the nature and terms of the binding obligation created pursuant to this contract and have chosen to waive my right to consult with an attorney.

/ \_\_\_\_\_ / I have consulted an attorney regarding this Agreement and received his/her explanation of its terms as evidence by the attorney's signature below. (If you initial this paragraph, have your attorney also sign this agreement.)

**[SIGNATURE PAGE FOLLOWS]**

For Employee

[Signature] 12/2/2022  
Employee Signature Date

STEVEN FEINGOLD  
Employee Printed Name

On this day personally appeared before me STEVEN FEINGOLD, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 2nd day of December 20 22.

[Signature]  
NOTARY PUBLIC in and for the  
State of Washington



JEFFERSON COUNTY:

\_\_\_\_\_  
Date  
Chair, Board of County Commissioners

EMPLOYEE:

[Signature] 12/2/2022  
Signature Date  
STEVEN FEINGOLD  
Printed Name

Approved as to form:

\_\_\_\_\_  
Philip C. Hunsucker Date  
Chief Civil Deputy Prosecutor

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Ashley Moore, Association President Date  
\_\_\_\_\_  
Doug Luse, FOP Labor Specialist Date



For Employee

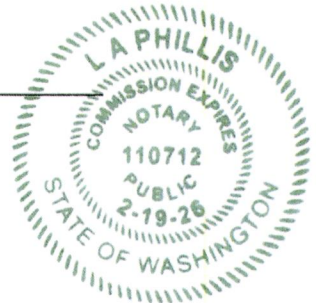
[Signature] 12/2/2022  
Employee Signature Date

STEVEN FEINGOLD  
Employee Printed Name

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Date  
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EMPLOYEE:

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Signature Date

STEVEN FEINGOLD  
Printed Name

Approved as to form:

Barbara D. Ehrlichman 01.04.2023 for  
Philip C. Hunsucker Date  
Chief Civil Deputy Prosecutor

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Ashley Moore, Association President Date

\_\_\_\_\_  
Doug Luse, FOP Labor Specialist Date

**AGREEMENT BETWEEN JEFFERSON COUNTY, EMPLOYEE AND UNION**  
**FOR EMPLOYEE RETENTION INCENTIVE**

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**[SIGNATURE PAGE FOLLOWS]**

For Employee

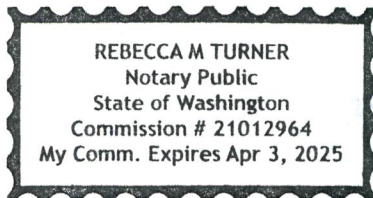
Troy Phillips  
Employee Signature

12-14-22  
Date

Troy Phillips  
Employee Printed Name

On this day personally appeared before me Troy Phillips, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 14 day of December 2022.



[Signature]  
NOTARY PUBLIC in and for the Jefferson  
State of Washington  
EXP 04/03/2025

JEFFERSON COUNTY:

\_\_\_\_\_  
Date  
Chair, Board of County Commissioners

Approved as to form:

\_\_\_\_\_  
Philip C. Hunsucker  
Chief Civil Deputy Prosecutor

EMPLOYEE:

Troy Phillips 12-14-22  
Signature Date  
Troy Phillips  
Printed Name

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Ashley Moore, Association President Date

\_\_\_\_\_  
Doug Luse, FOP Labor Specialist Date



For Employee

Troy Phillis

Employee Signature

12.14.22

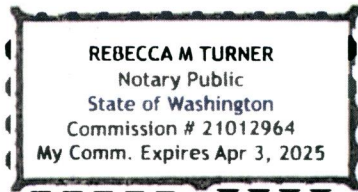
Date

Troy Phillis

Employee Printed Name

On this day personally appeared before me Troy Phillis, known as the Applicant, and that I know or have satisfactory evidence that the above persons are who appeared before me, and said person acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and of this seal this 14 day of December, 2022.



Rebecca M Turner  
NOTARY PUBLIC in and for the Jefferson  
State of Washington  
EXP 04/03/2025

JEFFERSON COUNTY:

EMPLOYEE:

\_\_\_\_\_  
Date

Chair, Board of County Commissioners

Troy Phillis 12.14.22  
Signature Date

Troy Phillis  
Printed Name

Approved as to form:

Barbara D. Ehrlichman

01/04/2023 for

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecutor

JCSOUSS EMPLOYEE ASSOCIATION/FOP

\_\_\_\_\_  
Ashley Moore, Association President Date

\_\_\_\_\_  
Doug Luse, FOP Labor Specialist Date