

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, County Administrator
Sarah Melancon, Human Resources Director

DATE: February 21, 2023

SUBJECT: Memorandum of Agreement for Corrections Officer Hiring Incentive
between Jefferson County and Employee Ryan Taylor

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.

The employee below has returned signed and notarized agreements to receive the new entry level hiring incentive:
Ryan Taylor.

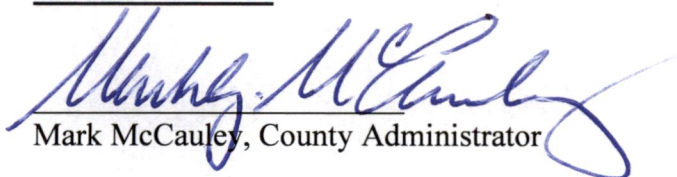
ANALYSIS:

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 new Entry Level employee Ryan Taylor.

REVIEWED BY:


Mark McCauley, County Administrator

2/17/23
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: JCSOUSS/FOP

Contract No: RT-Incentive 2023

Contract For: Corrections Officer Hiring Incentive - Ryan Taylor Term: 2023

COUNTY DEPARTMENT: Human Resources

Contact Person: Sarah Melancon - HR Director

Contact Phone: x100

Contact email: afmcknight@co.jefferson.wa.us

AMOUNT: \$10,000

Revenue:

Expenditure: \$10,000

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: Incentive

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 2/9/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 2/10/2023.

New signature page will be sent by email. Delete the makeshift one at the end, please.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

AGREEMENT BETWEEN JEFFERSON COUNTY, EMPLOYEE AND UNION
FOR NEW EMPLOYEE ENTRY LEVEL HIRING INCENTIVE

This Agreement Between Jefferson County, Employee and Union for New Employee Entry Level Hiring Incentive (this Agreement) is made and entered into by and between Jefferson County (the County) and Ryan Taylor (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 an entry level incentive of \$10,000 to new hire, entry level uniformed Corrections Officers to maintain appropriate staff levels; and

WHEREAS, under the terms of Agreement the entry level 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, entry level 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. Entry Level Hiring Incentive

- a. The Department will pay an Entry Level Incentive of \$10,000 to the Employee.
- b. The Entry Level Incentive will be paid in installments as follows:

- i. \$5,000 at hire upon signing Agreement;
 - ii. \$2,500 upon successful completion of probation; and
 - iii. \$2,500 upon completion of second year.
2. Required Reimbursement of Entry Level Incentive if Employee Separates from County Service Prior to Completion of Three Years of Service:

Employee will be required to pay back the Entry Level 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 Entry Level 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:

/ BST / 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.

/ BST / 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]
Employee Signature

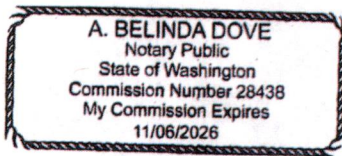
19 Jan 2023
Date

Ryan Taylor
Employee Printed Name

On this day personally appeared before me
Ryan Taylor, 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 19th day of
January 2023.

A. Belinda Dove



NOTARY PUBLIC in and for
the
State of Washington

JEFFERSON COUNTY:

Greg Brotherton
Date
Chair, Board of County Commissioners

Approved as to form:

P.C. Hunsucker
Philip C. Hunsucker
Chief Civil Deputy Prosecutor

February 10, 2023
Date