

MEMORANDUM OF AGREEMENT (MOA)

By and Between

Multnomah County acting by and through the Multnomah County Sheriff's Office (MCSO)

And

The Multnomah County Deputy Sheriff's Association (MCDSA)

Re: Comfort Dog Program

The Multnomah County Sheriff's Office recognizes that a well-trained Comfort Dog, as defined in LE Operational Procedure 6.31 Comfort Dog Program, provides a valuable resource for alleviating stress and anxiety for sworn and non-sworn staff. Comfort Dogs provide solace during times of crises and offer support to individuals, groups and communities affected by violence, tragedy, or trauma. The County desires to implement a Comfort Dog program as part of our ongoing commitment to employee wellness and to add engagement with the communities that we serve.

The current Collective Bargaining Agreement (2022-2026) between Multnomah County, Oregon and the Multnomah County Deputy Sheriff's Association, ARTICLE 16, Section N. "Canine Pay" states:

Employees selected after November 13, 2003, and are assigned a drug detection or patrol dog as part of a canine assignment and who are assigned the responsibility for care, feeding, and maintenance of the dog during what would otherwise be off-duty hours shall be paid a premium of six percent (6%) for the duration of that assignment. Such employees shall also receive (1) hour kennel time per shift.

The MCSO desires to implement the Comfort Dog program at a lesser compensation level given the differences in training and certification requirements between other currently employed Canine units and the Comfort Dog program. A Deputy Sheriff assigned as the Comfort Dog handler shall be paid a premium of four percent (4%) for the duration of that assignment in consideration for the duties outlined in the Comfort Dog program. Such employees shall also receive (1) hour kennel time per shift.

No employee may simultaneously receive both Canine pay and Comfort Dog pay.

- 1) MCSO will issue the Comfort Dog Program LE Operational Procedure 6.31, as of the date of this signing, and which is attached as Appendix A to this Agreement.
- 2) This Agreement represents the entire agreement between the parties. This Agreement supersedes all prior or contemporaneous verbal or written understandings.

APPENDIX B

AGREEMENT

COMFORT DOG AND HANDLER FOR THE MULTNOMAH COUNTY SHERIFF'S OFFICE

THIS BILATERAL AGREEMENT is entered into this 25th day of April 2024, by and

BETWEEN MULTNOMAH COUNTY ACTING BY AND THROUGH THE MULTNOMAH COUNTY SHERIFF'S OFFICE ("MCSO") and the Multnomah County Deputy Sheriff's Association ("MCDSA"), as the legal collective bargaining representative for MCSO Deputies and Sergeants, collectively referred to as the parties. This term Agreement shall expire upon the conclusion of the service life of the MCSO Comfort Dog program, or unless otherwise terminated sooner by agreement of the Parties.

RECITALS

The Comfort Dog Handler is employed by the MCSO as a patrol deputy and is assigned to the Patrol Operations day shift patrol or afternoon shift patrol.

Comfort Dog Handler is an employee in a classification represented by MCDSA.

The MCSO and MCDSA agreed to establish a Comfort Dog program and The Comfort Dog Handler accepted a Comfort Dog from MCSO to accompany the Comfort Dog Handler in performing the duties of their employment with the County and serve as a "Comfort Dog Handler".

Working Dogs Oregon (WDO) provides a Comfort Canine to MCSO, who will retain ownership of the canine unless otherwise agreed upon by the Parties.

The trained Comfort Dog is a valuable supplement to the MCSO resources. The primary function of the Comfort Dog is to provide interaction with Deputy Sheriff's and other Multnomah County staff at all Multnomah County facilities to reduce stress and anxiety. The Comfort Dog will also provide comfort for people during times of crisis, and to give aid and comfort to individuals, groups, and communities impacted by violence, tragedy, or traumatic events. The Comfort Dog is also a valuable tool in fostering dialog and communications between the MCSO and the communities served by the MCSO. The Comfort Dog can effectively be used in the Sheriff's Office community policing efforts and overall adds value to the Sheriff's Office and its services.

The MCSO and MCDSA have set forth their agreement as to the Comfort Dog Handler's use of this particular dog in performance of their duties for the County;

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. In consideration of the terms agreed to by the MCSO in this agreement, the Parties agree as follows:
 - a. To comply with the MCSO Comfort Dog Law Enforcement Procedure 6.31 and any other relevant MCSO policies and procedures applicable to Comfort Dog(s), as currently exists, and subsequently modified, or are subsequently created.
 - b. Following assignment, the Comfort Dog Handler will regularly bring the Comfort Dog with them to work as they perform the duties of their employment with the County and will keep the Comfort Dog under their control unless they transfer the Comfort Dog pursuant to LE Procedure 6.31. It will be the Comfort Dog Handlers sole discretion to not allow the Comfort Dog to accompany them if they determine that the presence of the Comfort Dog in any situation or environment will not be in the best interests of the MCSO, the performance of the Comfort Dog Handler's duties, other MCSO staff, the public, or the Comfort Dog. At such times, the Comfort Dog Handler may designate a caretaker to watch and control the Comfort Dog.
2. In consideration for the Comfort Dog program and the promises contained in this Agreement, the MCSO agrees as follows:
 - a. Subject to the terms and limitations set out in the Oregon Tort Claims Act and Oregon Constitution, the County shall defend, indemnify, and hold the Comfort Dog Handler harmless for any claims of injury to persons or property arising out of or related to the actions or inactions of the Comfort Dog Handler and/or the Comfort Dog during the service life of the animal.
3. Termination.
 - a. The MCSO, in its sole discretion, may terminate this Agreement at any time upon fifteen (15) calendar days' written notice to the MCDSA.
 - b. The MCSO and MCDSA, by mutual written agreement, may terminate this Agreement at any time.
4. Survival.
 - a. Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement, including, but not limited to indemnification, shall survive the termination or expiration of this Agreement, and shall, to the extent applicable, remain binding and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day, month, and year first above written.

MULTNOMAH COUNTY:

Maureen Weber

Maureen Weber, Labor Relations Manager

4/25/24

Date

Nicole Morrisey O'Donnell

Nicole Morrisey O'Donnell, Sheriff

4.25.24

Date

MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION:

Josh Zwick
Josh Zwick, President

4-25-24

Date