

MEMORANDUM OF AGREEMENT

I. Parties

The parties to the Memorandum of Agreement ("MOA") are Multnomah County, Oregon ("County"), and the Multnomah County Corrections Deputy Association ("MCCDA").

II. Purpose

The purpose of the MOA is to resolve concerns raised by MCCDA regarding the financial burden placed upon a Corrections Deputy to defend themselves legally for actions taken in the performance of his or her duty as a Corrections Deputy.

III. Terms of the Agreement

This Agreement shall be considered included with the 2004-2010 Collective Bargaining Agreement as amended August 14, 2008 and extended through June 30, 2014 between Multnomah County and Multnomah County Corrections Deputy Association, and be shall incorporated therein to read:

The County agrees to reimburse the Corrections Deputy for all reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a criminal investigation arising out of the deputy's involvement in the actions taken in the performance of his or her duty as a Corrections Deputy.

The reimbursement will not be made if:

1. The Deputy is convicted by verdict or plea, or pleads no contest to criminal charges arising out of the incident: or
2. The Sheriff's Office sustains formal disciplinary charges on the basis of the deputy's actions, which formed the basis for the possible criminal liability, and the Sheriff's Office sustaining of the charges is upheld on any appeal of discipline. Formal discipline is defined as more than an oral reprimand.

Any reimbursement required shall be made only at the conclusion of all criminal proceedings against the deputy arising out of the incident.

To receive reimbursement under this MOA, the deputy must select one attorney from a list of no less than ten (10) that has been mutually agreed upon by the Multnomah County Corrections Deputy Association and the County Attorney.

Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the MCCDA shall submit to the County Attorney the names of the attorneys it proposes for inclusion on the list. If the County Attorney does not object to an attorney on the list within ten (10) working days, the attorney shall be included on the list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent deputy, the deputy may obtain another attorney, and if the MCCDA notifies the County of the selected attorney by the close of the next working day the County shall reimburse the deputy for the Attorney's fees provided all other requirements of this MOA are met. Prior to beginning representation of the deputy, all attorneys must agree to the fee arbitration provisions of this MOA.


Before becoming obligated under this MOA, the County shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of time spent and describing briefly the purpose of such time. If the County in its discretion feels the charges exceed reasonable usual and customary fees normally charged, the County may petition the General Counsel of Oregon State Bar Association for Fee Arbitration Proceedings. The Oregon State Bar Association's Fee Arbitration determination will be final and binding on both the County and the attorney under this MOA.

IV. Termination

This written instrument is the entire MOA between the Parties. This MOA terminates at the conclusion of the current Collective Bargaining Agreement or upon its incorporation into the successor Agreement between Multnomah County and Multnomah County Corrections Deputy Association.

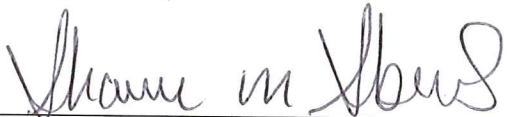
Done this day, March 29, 2011.

For MCSO:



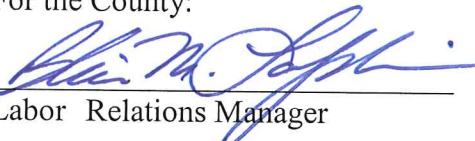
Multnomah County Sheriff

For MCCDA:



President, MCCDA

For the County:



Labor Relations Manager



Executive Vice President, MCCDA