

SIDE LETTER NO. 02-2023
TO THE MEMORANDUM OF
UNDERSTANDING BETWEEN
THE TOWN OF MAMMOTH
LAKES AND
THE MAMMOTH LAKES POLICE OFFICERS'
ASSOCIATION

The Town of Mammoth Lakes ("Town") and the Mammoth Lakes Police Officers' Association ("MLPOA") hereby agree to modification of the terms and conditions set forth in the Memorandum of Understanding ("MOU"), dated July 1, 2022 through June 30, 2025 between the Town and the MLPOA as it pertains to the assignment of Canine Officer as follows:

Canine Program

A. Purpose

1. The purpose of the Canine Program is to enhance general and specialized law enforcement patrol through the efficient use of an assigned Canine Officer in the areas of narcotics detection, explosive detection, crime prevention, crime suppression, criminal field investigation, officer/citizen safety, and community relations, with minimal commitment of additional resources.
2. The Police Officer assigned to the role of Canine Officer shall be responsible for the care, maintenance, supervision, control, and training of the assigned police service canine. Assignment and all compensation will be effective the first full pay period following the successful completion of training for the assigned Officer and selected canine.
3. The Police Chief shall develop, manage, and implement a formal Canine Program Policy and Procedures Document. The Policy will comply with state or federal laws, policies or procedures regulating such program. The Document will be reviewed and approved the Town Manager, Human Resources Manager and Town Legal Counsel.
4. Funding for the program will include any and all donations, which will be accounted for separately and used only to support the Canine Program. Donations will be used prior to departmental resources to support the program, exclusive of the assigned Canine Officer's compensation.

B. Compensation

1. Unit members assigned to the position of Canine Officer shall receive an additional two and one-half percent (2.5%) above their base rate of pay for the duration of the assignment as Canine Officer Premium and shall be reported to CalPERS accordingly. Canine Officer Premium shall be treated as other special assignment pay provided for in Article 15: Special Assignment Pay of the MOU and shall be subject to the limit on total special assignment pay as outlined in Section 15.4. Canine Officer Premium pay will be effective the first full pay period the officer and canine are on site in the Town, following successful completion of training by the Officer and the canine.
2. In recognition of the assigned duties and responsibilities of a canine handler, the Canine Officer will be compensated for thirty (30) minutes each day of off-duty time for each day care is provided for the canine. Time may not be converted to compensatory time. Canine Officer will be compensated at time and one-half of the unit member's hourly rate.
 - a. Canine care time shall not be considered time actually worked for purposes of overtime under the labor agreement.
 - b. The extra compensation shall only be paid when the handler has care and custody of the assigned canine. The Canine Officer shall not be compensated for thirty (30) minutes of off-duty time while the assigned handler is on approved leave that prevents the handler from caring for the canine, and while kennel services are being utilized for the canine as outlined in Section D, Subsection 2.

C. Canine Equipment

1. The Town will provide a take-home vehicle to the handler for the purpose of transportation to and from work of the canine and for other related employment travel when it requires transport of the canine. No other use of the vehicle is authorized under this section. The handler shall maintain the vehicle in a clean and presentable condition. The vehicle may be used by other members of the department if not required for transport needs of the canine or to provide canine transport for kenneling, veterinary care or other needs not provided by the handler.
2. The Town will provide all necessary equipment used for the care and training of the canine as determined by the Police Chief. No permanent improvement to the handler's residential property or any private vehicle will be provided.
3. Upon request of the handler and approval by the Police Chief, or designee, the Town will provide a portable kennel of appropriate size to secure the canine. The handler will have the right to purchase the portable kennel from the Town for the estimated value at such time it is not required for the Town's Canine Program.

D. Canine Food and Care

1. The Town will provide and pay for authorized veterinary care of the canine at the Town's discretion. Initial emergency lifesaving care is authorized pending receipt of administrative approval or denial of further treatment. If the Town determines that no further care is authorized due to the nature of the injury, the Town may, at the discretion of the handler, release all interest in the canine to the handler, who shall then assume responsibility for all additional veterinary care.
2. The Town shall provide kennel services for the canine while the assigned handler is on approved leave that prevents the handler from caring for the canine.
3. The Town will provide food for the canine. Provision of food may be through donations of food and/or funds to purchase food or as a direct charge to the Town. Type of food provided for the canine is at the discretion of the Town.

E. Canine Retirement

1. In the event a Town-owned canine is permanently retired, the most recent handler shall have the option to purchase the canine from the Town for one dollar (\$1), as is. In the event the canine had more than one handler and the most recent handler chooses not to purchase the canine, the next most recent handler of that canine shall have the option to purchase the retired canine, as is. The purchase of the canine shall include an indemnification and hold harmless agreement signed by the purchasing officer releasing the Town from all liability, including future veterinary care, maintenance, and other costs, relating to the canine.

F. Canine Program – Discretionary

1. The Canine Program is being implemented at the complete discretion of the Town and there is no right granted to the Association or the Police Department for the continuation of the Program. The Program may be discontinued at any time at the sole discretion of the Town.

[SIGNATURES ON FOLLOWING PAGE]

TOWN OF MAMMOTH LAKES:



Daniel C. Holler
Town Manager

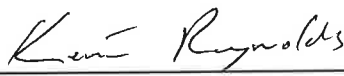
Date: 7-24-23

**MAMMOTH LAKES POLICE
OFFICERS' ASSOCIATION:**



Amanda Muir
Mammoth Lakes Police Officers'
Association Representative

Date: 7/24/23



Kevin Reynolds
Mammoth Lakes Police Officers'
Association Representative

Date: 7/24/23