



**Memorandum of Understanding between Deschutes County
and the Deschutes County District Attorneys Association
Re: Deputy District Attorney Retention Bonus Incentive Program**

This Memorandum of Understanding (“MOU”) is entered into by and between Deschutes County (“County”) and the Deschutes County District Attorneys Association (“Association”). The County and the Association are parties to the *Collective Bargaining Agreement between Deschutes County and the Deschutes County District Attorneys Association, dated July 1, 2023 – June 30, 2026* (“CBA”).

The Deschutes County District Attorney’s Office is currently experiencing employee retention issues with its Deputy District Attorneys caused by lingering issues related to the COVID-19 pandemic, current local and national labor market conditions, and the intensity of the work. The County would therefore like to offer a one-time retention incentive program as detailed below to offer to existing employees in the Deputy District Attorney I, II, III, Supervising Deputy District Attorney and Chief Deputy District Attorney job classifications (collectively, “Deputy District Attorney,” “Deputy,” or “Deputies”) to stabilize staffing among its licensed prosecutorial staff.

The purpose of this MOU is for the County and the Association to come to an agreement to provide the County with the ability to immediately implement an incentive program addressing the challenging retention issues currently impacting the District Attorney’s Office in retaining licensed prosecutorial staff.

In furtherance of the parties’ desire to improve retention of Deputy District Attorneys, the parties hereby agree as follows:

1. The County, in its sole discretion, shall select positions eligible to receive incentive compensation and pilot methods to address retention issues within its Deputy District Attorney classifications. The County may expand or contract compensation or other incentives as allowed under federal and state law, County ordinances and/or policies, or common law. Nothing in this MOU shall preclude the County from making changes, in its discretion, to the incentive program detailed herein, including discontinuing the program for any reason. However, the County shall honor any previously executed individual retention bonus agreements to the extent participating Deputy District Attorneys fulfill the required reciprocal obligations provided in such agreements.
2. The Association acknowledges that under ORS 243.672(1)(e) the parties are obligated to bargain in good faith prior to altering the status quo of any mandatory subject of bargaining that is not included in the CBA. The Association hereby waives any right under federal, state, or common law to bargain any aspect of the incentive program detailed in this MOU, including the implementation, modification, or discontinuation of the program.
3. Pursuant to this MOU, the County may, in its discretion, implement the following incentive program:

a. Deputy District Attorney Retention Bonus – Temporary Program:

- i. The County, at its sole discretion, may offer a retention bonus to any currently employed, qualified Deputy District Attorney, as determined by the County in consultation with the District Attorney. This is a one-time incentive program and the parties agree it does not create a binding or enforceable precedent or past practice.
- ii. A Deputy District Attorney's acceptance of any retention bonus shall be voluntary and shall require a minimum three-year (36 month) commitment, to be memorialized by a written agreement obligating the participating Deputy to work directly for or in support of the Deschutes County District Attorney's Office as a Deputy District Attorney. Retention bonuses will be paid as follows:
 1. The eligible bonus will be paid in full on the first available, regularly scheduled pay date after the date of full ratification of the CBA and execution of a written retention bonus agreement by the participating Deputy District Attorney;
 2. The total bonus shall not exceed \$3,000.00 without prior County approval;
 3. Bonus payments will be made available to Deputy District Attorneys for a period of thirty (30) days following full ratification of the CBA; and
 4. Bonus payments received pursuant to this incentive program are one-time only; Deputy District Attorneys who are eligible to receive a bonus payment pursuant to this MOU shall have no expectation of further compensation for participating in the incentive program detailed in this MOU than as otherwise provided in subparagraphs 1-3 herein.
- iii. Deputies who voluntarily resign, retire, voluntarily transfer to a position outside of the Deputy District Attorney classifications within the County, or receive discipline at the written reprimand level or higher, including discharge from employment, as defined in Article 13, Section A of the CBA, after receipt of the retention bonus but prior to fulfilling the three-year (36-month) commitment described herein shall reimburse the County the unearned portion of the bonus at the prorated rate of 1/36 of their total bonus for each month not worked during the 36-month period specified in subparagraph ii. above.
- iv. The required written agreement noted in paragraph ii above shall, at minimum, include provisions requiring the following:
 1. The employee shall remain in a Deputy District Attorney classification within the County for a minimum of three years (36 months);
 2. In the event that the full three-year (36-month) time commitment is not met, employees shall be obligated to reimburse the County the prorated, unearned portion of the bonus paid to them; and

3. If the employee's employment with the District Attorney's Office ends for any reason before full reimbursement of all amounts due, the employee shall be required to reimburse all remaining amounts due within ninety (90) days of their last day of employment with the County.
4. Should any provision or provisions of this MOU be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision of provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this MOU which shall remain in full force and effect.
5. The provisions of this MOU are contractual and are not mere recitals. All terms, provisions and conditions of the MOU shall be binding upon and inure to the benefit of the parties and to their respective heirs, executors, administrators, agents, representatives, successors, and assigns.
6. This MOU shall be governed by and interpreted in accordance with the laws of the State of Oregon.
7. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file or a similar format, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page is original thereof.
8. Any dispute concerning the terms and conditions of this MOU brought by the County or the Association on behalf of its represented employees will be resolved under the terms of Article 12 (Grievance Procedure) of the CBA.
9. Except and unless specifically modified by this MOU, all terms and conditions of the CBA shall remain in effect. To the extent any of the terms of this MOU conflict with those in the CBA, the term and conditions of this MOU shall prevail for so long as it is in effect.
10. The parties acknowledge that they have had the opportunity to consult with their own legal counsel before signing and that they have either consulted with their own legal counsel regarding the terms and consequences of this MOU or have voluntarily elected not to consult with an attorney before signing.

[SIGNATURES TO FOLLOW]

BY SIGNING BELOW EACH OF THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS THREE-PAGE MEMORANDUM OF UNDERSTANDING, THEY UNDERSTAND AND AGREE TO ITS TERMS AND THE CONSEQUENCES THEREOF, AND THAT THEY HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

Agreed to on this _____ day of June, 2023.

Signatures:

Stephen Gunnels, District Attorney

Date

Nick Lelack, County Administrator

Date

Deschutes County District Attorneys
Association

Date