

Operating Procedure 322

Expectations and Agreement Regarding A Dog in the Workplace

_____ (“Employee”) has requested to bring a dog to work. The City of Port Orchard (the “City”) has determined to allow the presence of the animal, subject to the following terms, conditions and expectations, and conditioned upon Employee’s waiver, release and indemnification set forth below.

Expectations

The City is responsible for assuring the health and safety of all employees. In keeping with this objective, Employee’s dog shall be allowed in the workplace subject to the following terms and conditions:

- Employee shall be allowed to bring only one dog to work on any given day.
- The dog must be current on all preventative care and be in generally good health.
- The dog must at all times maintain acceptable behavior, including:
 - It must remain exclusively in Employee’s work area (except as needed relieve itself outdoors). If the Employee’s work area changes throughout the day (i.e. to go to another department/building), the dog must remain under the control of the Employee at all times and adhere to any policies of that department/building related to dogs in the workplace.
 - It may not bark or make other noises that may be distracting to others in the workplace
 - It may not exhibit any signs of aggression
 - It must not cause any damage to City or coworker property
 - It must not interfere with Employee’s or other employees’ productivity
 - It may not cause any health or safety risk to any other employee or member of the public.
 - It must not be a distraction for Employee or any City employee.
- The dog must at all times be under the continuous control of Employee.
- Employee is expected to clean up—completely and immediately—after the dog. Employee is responsible for ensuring that the dog does not urinate or defecate indoors and that outdoor waste is bagged and disposed of appropriately.
- Employee is responsible for ensuring that they remain productive and timely complete all work and tasks. Towards this end, Employee should generally limit their care of the dog to their rest and meal breaks. Additional breaks will not be allowed to care for the dog; any additional breaks taken by Employee will be unpaid and excessive breaks may lead to corrective action.
- Any repair or cleaning/maintenance costs incurred by the City as a result of the dog will be charged in full to Employee. Employee expressly authorizes the City to deduct the amount of such

cleaning/maintenance costs from Employee's paycheck(s) (including final paycheck), as a debt owed to the City and incurred for Employee's benefit.

- The City will not be liable for loss of, or injury to, the dog.
- The dog must not adversely affect operations or personnel.
- If the Employee works outside of the office, the dog may not accompany the Employee into the field or be left in a vehicle while the Employee is working in the field.
- The dog is not allowed in a City vehicle.
- The Employee acknowledges that each Department Director may establish their own rule(s) related to the presence of a dog in the workplace including, but not limited to, restrictions as to the number of animals present at any one time in the department, the determination, in their sole discretion, that a particular dog is not suitable in the department, or a prohibition on pets in the department.
- The City may, at any time, amend this Agreement, requiring the Employee to sign the revised Agreement to continue the presence of the dog in the workplace.
- In addition to the prohibition provisions related to the failure to meet these Expectations, the City may, at any time, with seven (7) calendar days' notice to all affected Employees with an active Agreement determine that all dogs are prohibited from a division, office, department or building.
- This Agreement is not intended to be an employment contract or guarantee of employment.

If Employee and/or the dog fail to meet the standards and expectations set forth above, Employee will be directed to remove the animal from the City's premises. Any time lost due to the relocation of the animal will be charged to Employee and will be unpaid.

INDEMNIFICATION AND HOLD HARMLESS:

In consideration of being permitted to bring their dog to the workplace, Employee shall protect, indemnify, defend and hold harmless the City, its officers, appointed and elected officials, employees, consultants, agents and customers (collectively, the "Indemnitees") from and against any and all claims, administrative proceedings, actions, demands, losses, liabilities, damages, lawsuits and other proceedings and all judgements, awards, costs and expenses, including attorney's fees and disbursements (collectively, "Claims") arising out of, resulting from or in any way related to the act of Employee bringing their dog to work and/or the dog's presence in, on or upon any City facility, premises or jobsite, whether partially or wholly caused by the negligence or fault of others.

Employee acknowledges and agrees that the City will not under any circumstances indemnify Employee from and against any claims brought against Employee by any City employee, consultant, vendor, agent, customer or member of the public arising out of, resulting from or in any way related to the act of Employee bringing their dog to work and/or the dog's presence in,

on or upon any City facility, premises or jobsite, notwithstanding any ordinance or contract providing general immunity for Employee in connection with the performance of their official job duties.

RELEASE

Employee assumes all risk associated with bringing their dog to work, and hereby fully releases, waives, and discharges Indemnitees from and against any and all claims or causes of action, known or unknown, arising out of, related to or resulting from any injury to the dog, or injury or damage to any other persons or property, caused by the dog or otherwise arising out of, related to or resulting from the dog's presence in, on or upon any City facility, premises or jobsite. Employee acknowledges and agrees that bringing their dog to work is a voluntary act by, and benefit to, Employee, is not in furtherance of Employee's job duties or work for the City and therefore falls outside the scope of their employment. Accordingly, this release is intended to extend to any injuries sustained by Employee arising out of, related to or resulting from the dog's presence in, on or upon any City facility, premises or jobsite, and hereby releases the City from liability under the Washington industrial insurance laws (Title 51 RCW), but only to the extent permitted by those laws. To the extent not permitted by those laws, the remainder of Employee's indemnity and release obligations and covenants hereunder shall not be affected or invalidated and shall remain in full force and effect. BY SIGNING THIS AUTHORIZATION AND RELEASE, THE DOG OWNER EXPRESSLY ACKNOWLEDGES AND REPRESENTS that they have carefully read the foregoing terms and conditions, understand the contents thereof; they are at least eighteen (18) years of age and fully competent; and execute this Authorization and Release intending that they and their spouse and family members, and their heirs, assigns and personal representatives if deceased, be legally bound by same.

Employee Signature

Employee Printed Name

Date

Department Director Signature

Department Director Printed Name

Date

Signed agreements to be provided to Human Resources for the Employee's Personnel File.