

**AGREEMENT BETWEEN THE CITY OF FRESNO POLICE DEPARTMENT AND
THE PEACE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA.**

WHEREAS, Fresno Police officer Damon Kurtz was elected to serve as an officer of the Peace Officers Research Association of California (PORAC); and

WHEREAS, as an officer of PORAC, Officer Kurtz is required to provide services and conduct activities on PORAC's behalf at the level of full-time release; and

WHEREAS, PORAC agrees to fully reimburse the City of Fresno Police Department, hereafter referred to as the "Department," in an amount equal to Officer Kurtz' salary and benefits as specified in Exhibit A (attached), in order that he may discharge his responsibilities as a full-time officer of PORAC during the term of this contract.

NOW THEREFORE, the Department and PORAC mutually agree as follows:

A. The term of this agreement shall begin January 1, 2022, and end when Officer Damon Kurtz departs the PORAC organization for any reason.

B. The Department agrees to place Officer Kurtz on approved paid leave full time for which he will be performing his duties as PORAC Vice President.

C. PORAC agrees to reimburse the Department for Officer Kurtz's annual salary and benefits per Exhibit A. Exhibit A shall be updated each fiscal year to reflect the true and full cost of Officer Kurtz's position to the City of Fresno. The annual amounts are based on 26 regular two-week pay periods consisting of 80 hours each. Amounts include and salary, fringe, uniform allowance, health insurance, retirement costs, sick and vacation leaves, workers compensation, POST premium pay, and an assignment pay equivalent to 40 hours per month at Officer Kurtz's base salary rate. The amount also reflects the current year negotiated MOU salary rates.

D. In the event the Fresno Police Department receives a salary increase during the term of this contract affecting Officers Kurtz's salary, POST and Assignment Pays, PORAC agrees to adjust this agreement for his annual release cost to fully cover that increase.

E. The Department shall submit quarterly invoices to PORAC for reimbursement of Officer Kurtz's salary and benefits. Should Officer Kurtz depart the PORAC organization for any reason during the term of this agreement, the Department shall submit a final invoice to PORAC for the period of time not yet paid.

F. Notwithstanding section E above, PORAC agrees to make payments to the Department in March, June, September, and December per Exhibit A. Payments shall be made to the City of Fresno and sent to PO Box 1271, Fresno CA, 93715, Attention: Fresno Police Dept. Fiscal Affairs Manager.

G. During the term of this agreement the Department agrees to provide Officer Kurtz's his regular compensation with the Department at his current classification level as long as PORAC continues to reimburse as provided herein.

H. During the term of this contract the Department will not authorize overtime in cash or compensatory time for any time Officer Kurtz may work as an officer of PORAC.

I. Vacation, sick leave, holiday leave, or compensatory time usage will be reported to the department and a subsequent entry into the OTTO system will be made.

J. Officer Kurtz will remain a member of the Department and is subject to their policies.

K. When advocating on behalf of PORAC, Officer Kurtz shall not identify or associate himself with the Department in any way without written permission from the Chief of Police or his designee.

L. Either party may terminate this agreement with five days prior written notice to the party's representative by First Class Mail to the representative as follows:

PORAC: Kim Busman
4010 Truxel Rd.
Sacramento, CA 95834

Department: Fresno Police Department
Attention: Chief of Police
PO Box 1271
Fresno, CA 93715

M. If either party terminates this agreement, in addition to any other rights and remedies provided by law under this agreement, PORAC shall reimburse the Department for compensation accrued by Officer Kurtz through the date of termination.

N. At the conclusion of the agreement, Officer Kurtz shall return to duties associated with his classification as Police Officer.

O. PORAC agrees to release, indemnify, hold harmless, and defend the Department, its officers, agents, and employees from and against any and all claims, demands, liabilities, lawsuits, workers' compensation claims, or other actions for damage or injury to persons or property arising out of or in any way connected with PORAC's operations under this agreement, or performance of this agreement by PORAC or its officers, partner, directors or agents.

P. The terms and conditions of this agreement represent the entire agreement between the party's hereto with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this agreement shall be valid or binding except upon a duly executed amendment to this agreement.

Q. PORAC will pay for and maintain in full force and effect Directors and Officials Liability coverage at no less than \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Proof of which is required at request of Department and shall include the retroactive date on the Certificate.

PORAC AGREEMENT WITH FRESNO POLICE DEPARTMENT

Exhibit A

January 1, 2022

Note: 2021 is a negotiation year for the Fresno Police Officer's Association MOU and salaries *could* rise 3-5%, retroactive to July 1, 2021. A revised Exhibit A will be issued once negotiations have been completed.

Calendar Year 2022	Q1	Q2	Q3	Q4	Total
Salary	\$23,205	\$23,205	\$23,205	\$23,205	\$ 92,820
Fringe	\$696	\$696	\$696	\$696	\$ 2,786
Health & Welfare	\$2,675	\$2,675	\$2,675	\$2,675	\$ 10,701
Pension	\$5,773	\$5,773	\$5,773	\$5,773	\$ 23,094
Premium Pay	\$7,443	\$7,443	\$7,443	\$7,443	\$ 29,774
Pension Obligation Bond	\$2,395	\$2,395	\$2,395	\$2,395	\$9,581
Worker's Comp	\$2,526	\$2,526	\$2,526	\$2,526	\$ 10,102
Grand Total	\$44,714	\$44,714	\$44,714	\$44,714	\$ 178,858
Calendar Year 2023	Q1	Q2	Q3	Q4	Total
Salary	\$23,205	\$23,205	\$23,205	\$23,205	\$92,820
Fringe	\$696	\$696	\$696	\$696	\$ 2,786
Health & Welfare	\$2,675	\$2,675	\$2,675	\$2,675	\$10,701
Pension	\$5,773	\$5,773	\$5,773	\$5,773	\$23,094
Premium Pay	\$7,443	\$7,443	\$7,443	\$7,443	\$29,774
Pension Obligation Bond	\$2,395	\$2,395	\$2,395	\$2,395	\$9,581
Worker's Comp	\$2,526	\$2,526	\$2,526	\$2,526	\$10,102
Grand Total	\$44,714	\$44,714	\$44,714	\$44,714	\$178,858

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

PEACE OFFICERS RESEARCH
ASSOCIATION OF CALIFORNIA

By: _____
Thomas Esqueda
City Manager

By: _____
Brian Marvel, President

By: _____
Paco Balderrama, Chief of Police
Fresno Police Department

By: _____
Kim Busman, Chief Operating Officer

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

APPROVED AS TO FORM

By: Pauline Brickey 1/5/22
Pauline Brickey Date
Deputy City Attorney

By: _____
Robert Bonsall, Attorney at Law
Peace Officers Research Association
of California

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Attachments:

Exhibit A – PORAC Agreement with Fresno Police Department