

**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 below, during his term in office in order that he may discharge his responsibilities as an officer of PORAC full time during the term of the contract.

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

A. The term of this agreement shall begin January 1, 2019, and end on December 31, 2019.

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 in the amount equal to Officer Kurtz' current compensation for salary and benefits costs at a rate of \$78.68 per hour.

D. PORAC agrees to reimburse the Department in an amount equal to Officer Kurtz' current compensation for salary and benefits costs at a rate of \$78.68 per hour which equates to \$6294.40 for full time release per pay period. These rates are based on a regular two week pay period consisting of 80 hours.

E. The rate of \$78.68 per hour includes reimbursement for all "roll-ups" including retirement costs, uniform allowance, premium pay, sick leave, vacation leave, health insurance, and workers compensation.

F. In the event the Fresno Police Department receives a salary increase during the term of this contract affecting Officers Kurtz' salary, PORAC agrees to adjust this agreement for his hourly release costs to fully cover that increase.

G. The Department shall submit invoices every three months to PORAC for reimbursement of Officer Kurtz' 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.

H. Notwithstanding section G above, PORAC agrees to make payments to the Department in March, June, September, and December in the amount of \$40,914.25. Payments shall be made to the City of Fresno and sent to PO Box 1271, Fresno Ca. 93715, Attention: Rene Watahira, Police Dept. Fiscal Affairs Manager.

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

J. 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.

K. 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.

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

M. 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.

N. 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

O. 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.

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

Q. 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.

R. 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.

S. 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.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

By: _____
Wilma Quan-Schechter
City Manager

CITY OF FRESNO,
A California municipal corporation

By: _____
Jerry Dyer, Chief of Police
Fresno Police Department

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: John Hastrup 11-29-18
Deputy City Attorney Date

ATTEST:
YVONNE SPENCE, MMC
City Clerk

By: _____
Deputy Date

PEACE OFFICERS RESEARCH
ASSOCIATION OF CALIFORNIA,

By: Kim Busman
Kim Busman, Chief Operating Officer

By: Damon Kurtz
Damon Kurtz, Vice President

APPROVED AS TO FORM

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