

**Meeting Date:** 10/7/2014

**Report Type:** Consent

**Report ID:** 2014-00719

**Title: Agreement: Peace Officer Research Association of California**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager, or the City Manager's designee, to enter into an Agreement with Peace Officers Research Association of California (PORAC) in an amount not to exceed \$144,469 through November 30, 2014 for law enforcement research assistance.

**Contact:** Kathy Lester, Police Captain, Personnel Services, (916) 808-0854, Police Department

**Presenter:** None

**Department:** Police

**Division:** Office Of The Chief-Admin

**Dept ID:** 11001011

**Attachments:**

1-Description/Analysis

2-Agreement

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**City Attorney Review**

Approved as to Form

Michael Fry

9/25/2014 3:32:56 PM

**Approvals/Acknowledgements**

Department Director or Designee: Sam Somers - 9/22/2014 12:11:54 PM

## Description/Analysis

**Issue Detail:** Peace Officer Research Association of California (PORAC) wishes to enter into a one-year agreement with the Sacramento Police Department (SPD) to conduct research, provide education and training, and enhance the overall standards of professionalism for law enforcement. Under this Agreement, the SPD will be responsible for providing one Full-Time Equivalent (FTE) Police Officer to work with PORAC staff on a variety of projects.

**Policy Considerations:** The recommendations contained in this report are consistent with Sacramento City Code Section 3.04.202, which requires City Council approval to enter into agreements involving income of \$100,000 or more.

**Economic Impacts:** None

**Environmental Considerations:** None

**California Environmental Quality Act (CEQA):** This action is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a “project” as defined in Sections 15378 and 15061(b)(3) of the CEQA guidelines.

**Sustainability Considerations:** None

**Commission/Committee Action:** None

**Rationale for Recommendation:** The recommendations contained in this report are consistent with the SPD’s goal to *Make Sacramento the Safest Big City in California*.

**Financial Considerations:** The salary and benefit costs of the one FTE Police Officer position assigned to this project, not-to-exceed \$144,469, will be reimbursed by PORAC. Once the agreement term has expired, the police officer will return to his/her duties associated with his/her classification at SPD. There is no adverse impact on the SPD’s operating budget.

**Local Business Enterprise (LBE):** Not applicable.

Agreement Between The City of Sacramento  
&  
The Peace Officers Research Association of California

*Whereas*, City of Sacramento Police Officer Brent J. Meyer, hereafter referred to as “Officer Meyer,” has been elected to serve as the Vice President of the Peace Officers Research Association of California, hereafter referred to as “*PORAC*,” and

*Whereas*, As the Vice President of *PORAC*, Officer Meyer is required to provide services and conduct activities on *PORAC*’s behalf at a level of full time release; and

*Whereas*, *PORAC* agrees to fully reimburse the City of Sacramento, hereafter referred to as the “*City*” in an amount equal to Officer Meyer’s salary and benefits, as specified below, during his term in office in order that he may discharge his responsibilities as the Vice President of *PORAC* full time during the term of the contract:

NOW THEREFORE, the *City* and *PORAC* mutually agree as follows:

- A. The term of this agreement shall begin December 1, 2013 and end on November 30, 2014.
- B. The *City* agrees to place Officer Meyer on approved paid leave for the entire length of time in which he will be performing his duties as an elected officer of *PORAC*.
- C. *PORAC* agrees to reimburse the *City* in an amount equal to Officer Meyer’s current compensation for salary and benefits costs at a rate of \$69.46 per hour which equates to \$5,556.80 for full time paid release per pay period. These rates are based on a regular two-week work period consisting of 80 hours.
- D. The rate of \$69.46 per hour includes reimbursement for all “roll-ups” including unfunded retirement liabilities, retirement costs, workers compensation, life insurance, uniform reimbursement, technology allowance, education reimbursement, sick leave, and vacation leave, all of which are being paid by the *City*.
- E. In the event that the Sacramento Police Officers Association receives a salary or benefit increase during the term of this contract affecting Officer Meyer’s salary or benefits as defined above, *PORAC* agrees to make adjustments to the *City* for his hourly release costs to fully cover that increase. Any increase in the amounts due and payable to the *City* shall be adjusted in Section G below.
- F. The *City* shall submit invoices every three months to *PORAC* for reimbursement of Officer Meyer’s salary and benefits. Should Officer Meyer depart the *PORAC* organization for any reason during the term of this agreement, the *City* shall submit a final invoice to *PORAC* for the period of time not yet paid.
- G. Except as provided in Section F above, *PORAC* agrees to make payments to the *City* in March, June, September, and December in the amount of \$36,117.25 with each payment covering the preceding three month period. Payments shall be made to the City of

Sacramento and sent to the attention of the City of Sacramento Police Department, Attn: Brenda Delgadillo, 5770 Freeport Blvd Suite 100, Sacramento, California, 95822.

- H. During the term of this agreement, the *City* agrees to provide Officer Meyer with his regular compensation with the *City* at his current classification level as long as *PORAC* continues to reimburse the *City* as provided herein.
- I. During the term of this agreement, the *City* will not authorize overtime in cash or compensatory time for any time Officer Meyer may work as an officer of *PORAC*. As an officer of *PORAC*, any time in excess of full release will be a matter exclusively between Officer Meyer and *PORAC*.
- J. Within his capacity as a Sacramento police officer, any court appearance, supplemental police employment, or police department/city-mandated training shall be considered outside of the work done by Officer Meyer for *PORAC*. Any work done in this capacity shall be paid pursuant to the collective bargaining agreement with the SPOA.
- K. Vacation, sick leave, FLSA or compensatory time usage by Officer Meyer will be reported to the *City*. When using vacation, sick leave, FLSA, or compensatory time, leave credit deductions will be made from Officer Meyer's appropriate balances with the *City*.
- L. Officer Meyer will remain a member of the *City* and is subject to their policies.
- M. When advocating on behalf of *PORAC*, Officer Meyer shall not identify or associate himself with the *City* in any way without written permission from the Chief of Police or his designee.
- N. Either party may terminate this agreement with (5) five days prior written notice to the other party's representative by First Class U.S. Mail to the representative as follows:

*PORAC:* Kim Busman  
PORAC Finance and Administrative Manager  
4010 Truxel Road  
Sacramento CA, 95834

*City:* Brenda Delgadillo  
Sacramento Police Department – A/Administrative Officer  
5770 Freeport Blvd Suite 100  
Sacramento, CA 95822

- O. If either party terminates this Agreement, in addition to any other rights and remedies provided by law or under this Agreement, *PORAC* shall reimburse the *City* for compensation accrued by Officer Meyer through the date of termination of this Agreement.
- P. At the conclusion of the Agreement, Officer Meyer shall be returned to duties associated with his classification of Officer with the City of Sacramento Police Department in the same capacity, under the same terms, and on the same shift as if there had been no interruption in his employment with the Police Department.

- Q. *PORAC* agrees to release, indemnify, hold harmless, and defend the *City*, its officers, agents and employees from and against any and all claims, demands, liabilities, lawsuits, 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 the performance of this Agreement by *PORAC* or its officers, partners, 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, and this Agreement shall supersede any and all other prior agreements regarding the subject matter between the *City* and *PORAC*, either orally or in writing. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding except upon duly executed amendment to this Agreement.

Dated: \_\_\_\_\_

  
 Michael Durant – President  
 Peace Officers Research Association of California

Dated: 3/10/14

  
 Kim Busman – Finance & Administrative Manager  
 Peace Officers Research Association of California

Dated: 3/3/14

  
 APPROVED AS TO FORM:  
 Robert Bonsall – Attorney at Law  
 Corporate Counsel  
 Peace Officers Research Association of California

Dated: 10 March 14

  
 Brent J. Meyer – Vice President  
 Peace Officers Research Association of California

Dated: 8/14/14

  
 Samuel D. Somers, Jr.  
 City of Sacramento, Chief of Police

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
 Michael A. Fry, Senior Deputy City Attorney