

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
Eddie Neal  
William Siegel



**Police  
Department**

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## Staff Report

ITEM NO. 4-2

**To:** Lemoore City Council  
**From:** Darrell Smith, Chief of Police   
**Date:** April 7, 2015 **Meeting Date:** April 21, 2015  
**Subject:** Airplane Observer Agreement with the Kings County Sheriff's Office

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### Discussion:

Kings County purchased an airplane for use by the Kings County Sheriff's Office ("KCSO") in order to supplement patrol functions, special operations, warrant services, the investigation of narcotics and gang related cases, waterways patrolling, critical infrastructure patrolling, particularly in areas around the Lemoore Naval Air Station, Chemical Waste Management, Interstate 5, and the California Aqueduct, as well as to assist the Kings County Fire Department, other regional fire departments, and other local law enforcement agencies in combating fires and assisting with natural disasters or health crises. The airplane will be piloted by volunteers and the KCSO has requested each law enforcement agency provide at least one sworn peace officer to be an Observer in the airplane.

The duties and responsibilities of the Observer are as follows: observe ground activity as necessary and appropriate; communicate any observed suspicious activity or hazards to the applicable public safety officials or departments, as well as the pilot and ground units; direct the pilot to the location of specific calls and, absent any safety considerations, remain with the pilot at the scene of an incident until notified by the tactical flight officer that they are no longer needed; operate the F.L.I.R. and spotlight; operate the law enforcement radio(s) and communicate with ground personnel; maintain a flight/activity log of calls and record such items as time of call, type of call, location, time of arrival and departure, circumstances, and outcome of the call; input information from the flight/activity log into a computer database by the end of the shift; assist the pilot, when able, by watching for other aircraft traffic; write reports as required; effectively direct ground personnel into positions of advantage during surveillance activities.

The KCSO will arrange for and provide the necessary training, at no charge, for the Observer. The Observer uniform will consist of a NOMEX® flight suit, name tag, and L.P.D. patches.

**Budget Impact:**

Uniform cost of approximately \$300.00 per Observer.

**Recommendation:**

That the Lemoore City Council, by motion, authorizes the City Manager to enter into an agreement with The Kings County Sheriff's Office as outlined in the attached Agreement.

AGREEMENT NO. \_\_\_\_  
AGREEMENT BETWEEN THE COUNTY OF KINGS AND THE CITY OF  
LEMOORE FOR ACCESS TO THE AIRPLANE MAINTAINED AND OPERATED BY THE  
KINGS COUNTY SHERIFF'S OFFICE AS AN OBSERVER

**WHEREAS**, the County of Kings ("County"), purchased an airplane for use by the Kings County Sheriff's Office ("KCSO") in order to supplement patrol functions, special operations, warrant services, the investigation of narcotics and gang related cases, waterways patrolling, critical infrastructure patrolling, particularly in areas around the Lemoore Naval Air Station, Chemical Waste Management, Interstate 5, and the California Aqueduct, as well as assist the Kings County Fire Department, other regional fire departments, and other local law enforcement agencies in combatting fires and assisting with natural disasters or health crises; and

**WHEREAS**, the City of Lemoore ("Lemoore"), on behalf of the Lemoore Police Department ("LPD"), wishes to participate as an Observer during the operations of the airplane maintained and operated by the KCSO; and

**WHEREAS**, the KCSO is amenable to allowing officers from LPD to participate as Observers during the operation of its aircraft and under the terms and conditions outlined below.

**NOW, THEREFORE BE IT RESOLVED BY AND BETWEEN THE PARTIES** that in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Obligations of the Parties

- a. Observers shall be sworn peace officers employed by LPD, which shall also be referred to herein as the "employing agency." Any and all compensation due to Observers shall be paid for by the employing agency, including but not limited to any and all overtime pay or worker's compensation.
- b. Officers selected to be Observers shall remain employees of their employing agency and shall conduct their duties as Observers as employees of their respective employing agencies, subject to the terms of this Agreement. Selection as an Observer shall not entitle the officer to any compensation or benefits available to County employees or employees of KCSO.
- c. Officers wishing to be selected as Observers shall submit a letter of interest to KCSO. Letters of interest must be accompanied by a written letter of recommendation from the head of LPD or other designated representative as previously agreed to by the parties. KCSO retains sole discretion to accept or reject the applications of interested officers. Officers submitting letters of interest must include in their letters an acknowledgement that they will not have a right to appeal the decision of KCSO to accept or reject their applications to serve as Observers.

- d. KCSO shall provide the training for all Observers. Any compensation due to an Observer during training shall be borne by the employing agency.
- e. The employing agency shall provide the officers selected to be Observers with a pre-designed polo shirt to be worn during flight operations. Said shirt shall be purchased from KCSO or its designated representative.
- f. Officers selected as Observers shall not participate in Observer activities or duties for a period of 72 hours after donating blood. In addition, any other severe loss of blood shall require prior written clearance by an attending physician before resuming Observer duties and activities.

2. Duties and Responsibilities of Observers

Officers shall perform the following duties and responsibilities while engaged as Observers:

- a. Observe ground activity as necessary and appropriate.
- b. Communicate any observed suspicious activity or hazards to the applicable public safety officials or departments, as well as the pilot and ground units.
- c. Direct the pilot to the location of specific calls. Absent any safety considerations, remain with the pilot at the scene of an incident until notified by the tactical flight officer that they are no longer needed.
- d. Operate the FLIR and spotlight.
- e. Operate the law enforcement radios and communicate with ground personnel.
- f. Maintain a flight/activity log of calls and record such items as time of call, type of call, location, time of arrival and departure, circumstances, and outcome of call.
- g. Input information from flight/activity log into computer database by end of shift.
- h. Assist pilot, when able, by watching for other aircraft traffic.
- i. Write reports as required.
- j. Effectively direct ground personnel into positions of advantage during surveillance activities.

3. Term and Termination

This Agreement shall be effective as of the date of signing and shall remain in effect until terminated by either party or until no longer authorized by law. Either party shall have the

right to terminate this Agreement without cause by giving the other party ninety (90) days advance written notice of its intention to terminate.

4. Cost Sharing/Compensation

Currently, County is not seeking compensation from Lemoore for allowing officers employed by LPD to serve as Observers, except as otherwise set forth in this Agreement.

5. Insurance

Each party, at its sole cost and expense, shall carry insurance, or self insure, its activities in connection with this Agreement, and obtain, maintain, and keep in full force and effect, insurance, or equivalent programs of self insurance, for general liability, professional liability, and workers compensation to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any reduction, cancellation, termination, or lapse of any insurance or self insurance coverage.

6. Indemnification

Each party to this Agreement understands and agrees that it shall be liable for the claims, costs, damages, or losses of any kind, including death or injury to any person and/or damage to property arising from its intentional acts or negligence. Each party further understands and agrees that it shall hold harmless, defend, and indemnify the non-negligent or non-acting party for any damages, claims, costs, or losses caused by the responsible party's intentional acts or negligence. If both parties participated in the negligent or intentional acts that give rise to liability in any form, liability shall be divided between the parties based upon the comparative fault of each party.

7. Subrogation

Each party waives all rights against all other parties and their agents, officers, and employees for recovery of damages to the extent these damages are covered by workers compensation, employers' liability, or any other insurance policy.

8. Independent Contractor Status

This Agreement is entered into by both parties with the express understanding that each party will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create an employment relationship with or between the County and Lemoore or their respective employees, officers, or agents.

9. No Obligations to Third Party

Nothing in this Agreement or any of the addenda hereto, is intended to, nor shall it create, any right in any person, firm, corporation, or entity, other than in the parties hereto, including but not limited to, the employees of the parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties, or obligations of the County or Lemoore with regard to any third parties.



IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated.

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

CITY OF LEMOORE,

By: \_\_\_\_\_  
Ron Hoggard, Interim City Manager

ATTEST:

APPROVED AS TO FORM:  
Jenell Van Bindsbergen, City Attorney

By: \_\_\_\_\_  
Mary J. Venegas, City Clerk  
City of Lemoore

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

COUNTY OF KINGS  
BOARD OF SUPERVISORS,

By: \_\_\_\_\_  
Richard Fagundes, Chairman

ATTEST:

APPROVED AS TO FORM:  
Colleen Carlson, County Counsel

By: \_\_\_\_\_  
Clerk of the Board of Supervisors,  
County of Kings

By: \_\_\_\_\_  
Carrie R. Woolley, Deputy County Counsel

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