

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



**Police  
Department**

657 Fox Street  
Lemoore, CA 93245  
Phone (559) 924-9574  
Fax (559) 924-3116

## Staff Report

ITEM NO. 4-3

**To:** Lemoore City Council  
**From:** Darrell Smith, Chief of Police   
**Date:** January 29, 2015 **Meeting Date:** February 3, 2015  
**Subject:** Agreement between West Hills College and Lemoore Police Department for Campus Police Officer

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### **Discussion:**

The West Hills College Lemoore Campus has expressed a desire to have a sworn Lemoore Police Officer assigned to the campus during the school year. The Campus Police Officer would be assigned to the campus during the times and dates when classes are in session.

Negotiations between West Hills College District and the Police Department have resulted in both parties committing to a three year contract where the college would pay 100 percent of a top step police officer salary and benefits. In addition, the College has agreed to provide office space and support staff for the position. Any overtime expenditures mutually agreed upon by College Administration and Police Department Administration would be reimbursed by the College.

The City would provide all safety related equipment, patrol vehicle and training for the position. For details of the contract, please refer to the attached Agreement between the City of Lemoore and the West Hills College Lemoore Campus for Campus Police Officer. The vehicle quotes are also attached for our review.

### **Budget Impact:**

If Council approves this proposal the West Hills College District would present the Agreement to their board on February 10, 2015. If both parties agree, the assignment would begin on May 1, 2015. A budget adjustment for salary and benefits to the Police Department budget of \$15,748 for the months of May and June 2015 would be required. This amount would be offset by the revenue from West Hills College. Also, a full time police officer allocation would be required.

A new patrol vehicle and all necessary equipment would also need to be purchased, requiring a budget adjustment for general fund FY 14/15 (4221-4840) in the amount of approximately \$46,000.00.

**Recommendation:**

That the City Council, by motion, authorize the City Manager and Chief of Police to enter into an agreement with West Hills College as outlined under the attached Agreement, authorize the purchase of a new patrol vehicle and all necessary equipment, and authorize all necessary budget adjustments associated with the agreement and vehicle purchase.

**AGREEMENT BETWEEN  
THE CITY OF LEMOORE  
AND THE  
WEST HILLS COLLEGE LEMOORE CAMPUS  
FOR  
CAMPUS POLICE OFFICER**

**THIS AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of May 2015, through the \_\_\_\_\_ day of May 2018, at the City of Lemoore, State of California between the CITY OF LEMOORE (hereinafter "the City"), and the WEST HILLS COLLEGE LEMOORE CAMPUS.

**WITNESSETH:**

**WHEREAS**, the parties hereto are mutually desirous of maintaining (1) sworn Lemoore Police Officer as a Campus Police Officer to be assigned primarily to deal with crime on the West Hills College Campus Lemoore District, and within the City of Lemoore under the terms and conditions herein set forth; and

**WHEREAS**, the sworn police officer assigned to the West Hills College Campus Lemoore will have full police officer powers as designated by the state of California and defined under California Penal Code section 830.1.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

1. Beginning on May \_\_\_\_\_, 2015, the Department shall provide one (1) sworn Lemoore Police Officer to fill the position of Campus Police Officer. The Campus Police Officer will be a sworn Lemoore Police Officer employed by and under the direction of the Lemoore Police Department, with input from the Administration Designated Staff Member of the West Hills College, Lemoore Campus. The chain of command and supervision of the Campus Officer is as follows: (a) Detective Sergeant; (b) Patrol Commander; (c) Chief of Police. For campus related incidents, student discipline, and educational problems, the Campus Police Officer will be under the direction of the designated member of the West Hills College Lemoore Campus.
2. During the West Hills College designated school year, when classes are in session, the Campus Police Officer is assigned to work from the West Hills College Lemoore Campus office. During school breaks, the Campus Police Officer is assigned to work from the Lemoore Police Department.
3. During the West Hills College regular school year, the Campus Police Officer's time shall be spent performing campus/police related duties. The duties and responsibilities of the Campus Police Officer during the regular school year include, but are not limited to, the following;

- (a) Investigate any criminal activity within the jurisdiction of the West Hills College Campus, Lemoore including, crimes against the West Hills College, Lemoore campus property, crimes against any West Hills College Lemoore faculty and employees, crimes against any West Hills College students that occur on West Hills College, Lemoore property, and coordinate the follow-through.
  - (b) Instruct the West Hills College, Lemoore faculty and employees on gang and narcotic related, and other crime related problems.
  - (c) Make monthly reports to the Department and the Administration Office of West Hills College Lemoore Campus. The Campus Police Officer will keep the Administration Staff informed and aware of current investigations and trends that involve the students of the West Hills College Campus, Lemoore in written or oral form, depending on the sensitivity of the investigation, and in a manner consistent with the laws that govern release of police records information.
  - (d) Provide and coordinate Police coverage for the West Hills College Campus, Lemoore athletic events and social functions as agreed upon by the Administration Staff of the college and the Department.
  - (e) All other duties and responsibilities required of a law enforcement officer.
  - (f) The West Hills College Administration and the Department shall work together to see that any overtime is kept to a minimum. To assure this is accomplished the Department shall have the authority to flex the Campus Police Officer's work hours for pre-designated events as agreed upon by both parties. In the event that the Campus Police Officer works any hours outside the designated work schedule, the overtime expenditures shall be reimbursed by the West Hills College District. The designated work schedule for the Campus Police Officer shall be Monday through Friday from 8:00 a.m. to 4:00 p.m. (40 hour a week work schedule).
4. The Campus Police Officer's duties and responsibilities are closely related to the operations of the West Hills College, Lemoore Campus. Accordingly, the Campus Police Officer's vacations, compensated time off, training and planning absences shall be done during the times that the West Hills College District is not in session, i.e., school holidays, winter break, and spring breaks, unless agreed to by the Administration Staff of West Hills College Lemoore Campus.

5. The Campus Police Officer will receive a Lemoore Police Officer's rate of pay, as determined by the Department.
6. The City and West Hills College District shall share the annualized costs, as follows:
  - (a) The West Hills College District agrees to pay 100 percent (100%) of the full City annualized costs (salary and benefits) of the police officer:
    - Year one \$90,497.21
    - Year two \$93,212.12 (per MOU LPOA 3% increase)
    - Year three \$96,940.60 (per MOU LPOA 4% increase)
  - (b) The City agrees to pay for all police officer equipment related costs to include patrol vehicle, all emergency issued equipment and all training associated with the Campus Police Officer position.
  - (c) Payments are to be paid in two (2) installments with the first installment due May 1<sup>st</sup> and the second installment due November 1<sup>st</sup> of each year for the terms of the agreement.
  - (d) The West Hills College District shall be responsible for all school related overtime incurred by the Campus Police Officer with prior written approval by the West Hills College, Lemoore campus Administrative Staff member or his/her designee. The City shall be responsible for any additional overtime incurred by the Campus Police Officer while performing non-West Hills College related duties.
7. In that the Campus Police Officer will be a Police Officer employed by and under the direction of the Department, the costs, availability, and administration of any and all other work related insurance for the Campus Police Officer including but not limited to automobile insurance, liability insurance and deductibles, shall be the responsibility of the Department.
8. In that the Campus Police Officer will be a Police Officer employed by and under direction of the Department, the costs, availability, and administration of any and all education incentive pay, and safety equipment shall be the responsibility of the Department.
9. During the District's regular school year, the District will, at its sole unreimbursed cost, provide office space, staff support, and a desktop computer as necessary and practical for the successful performance of the Campus Police Officer's performance.
10. Any educational documents or materials prepared or caused to be prepared by the Campus Police Officer pursuant to this agreement shall be the

property of the District at the moment of their completed preparation. Documents related to Department investigations shall remain the property of the Department.

11. The City, The West Hills College District, and the Department shall hold harmless, defend, and indemnify the other from any liability, claims, actions, costs, damages, or losses from injury, including death, to any person or damage to any property as a result of any act or omission of the indemnifying party or its employees or agents in the performance activities under this agreement.
12. It is expressly understood and agreed by all parties that the Campus Police Officer, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an employee of the City of Lemoore and the Lemoore Police Department and not an employee of the West Hills College District.
13. This agreement is not subject to modification or amendment, except by writing executed by all parties, which writing shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.
14. The waiver by either party of a breach by the other of any provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either of the parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. The laws of the State of California shall govern this Agreement and all matters relating to it.
17. Any notice to be given herein shall be written and given by either first class mail, postage prepaid, to or personal delivered to the parties herein, addressed as follows:

The City:

Jeff Laws, City Manager  
City of Lemoore  
119 Fox Street  
Lemoore, CA 93245

West Hills College: Ken Stoppenbrink, Deputy Chancellor  
West Hills College  
9800 Cody Street  
Coalinga, CA 93210

The Department: Darrell Smith, Chief of Police  
Lemoore Police Department  
657 Fox Street  
Lemoore, CA 93245

18. Each party shall provide the other parties with written notice of any change in address as soon as practicable.
19. This Agreement shall commence on May 1, 2015 and continue in full force for a period of three full calendar years.
20. Extension of this Agreement shall be discussed and agreed upon by both parties at least ninety (90) days prior to the expiration date of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF LEMOORE**

**WEST HILLS COLLEGE**

By \_\_\_\_\_  
Jeff Laws, City Manager

By \_\_\_\_\_  
Ken Stoppenbrink, Deputy Chancellor



# Estimate

160 North Broadway  
Fresno, CA 93701-1592

Customer No.: LEMOOREPD  
Quote No.: 4559

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Lemoore Police Dept**  
657 Fox Street  
Lemoore, CA 93245-0000

Ship To: **City of Lemoore Police Dept**  
657 Fox Street  
Lemoore, CA 93245-0000

Phone: (559) 924-9574  
Fax: (559) 924-3116

| Date                                 | Ship Via    | F.O.B.         | Terms        |   |            |         |
|--------------------------------------|-------------|----------------|--------------|---|------------|---------|
| 04/23/14                             | Up-Fit Shop | Origin         | Net 30       |   |            |         |
| Purchase Order Number                |             | Sales Person   |              | Required  |            |         |
|                                      |             | Derek Marchini |              | 04/23/14  |            |         |
| Quantity                             |             |                | Item Number  | Description   | Unit Price | Amount  |
| Required                             | Shipped     | B.O.           |              |   |            |         |
| **2013+ Dodge Charger Patrol Build** |             |                |              |   |            |         |
| 1                                    |             |                | VALOR/SSP/PK | Federal Signal Valor Light-Bar, Multi-Color LED, 44" Platinum SS Package        | 2900.00    | 2900.00 |
| 2                                    |             |                | 416410-W     | Federal Signal Corner LED White w/Inline Flasher, Gasket & Surface Mount.       | 98.00      | 196.00  |
| 2                                    |             |                | 416410-R     | Fed Signal Single Corner LED Red w/Inline Flasher, Gasket & Surface Mount Bezel | 98.00      | 196.00  |
| 1                                    |             |                | 329001-3     | Fed Sig Viper LED Deck Light (Blue)   | 148.00     | 148.00  |
| 1                                    |             |                | 329001-4     | Fed Sig Viper LED Deck Light (Red)  | 148.00     | 148.00  |
| 1                                    |             |                | MPS300-R     | Fed Sig Micro-Pulse LED (Red) w/LP bracket                                      | 98.00      | 98.00   |
| 1                                    |             |                | MPS300-B     | Fed Sig Micro-Pulse LED (Blue) w/LP bracket                                     | 98.00      | 98.00   |
| 2                                    |             |                | MPS600-RB    | Fed Sig Micro-Pulse LED Lightheads (red/blue) w/45 deg brackets                 | 139.00     | 278.00  |
| 1                                    |             |                | MBDC11RB     | Whelen Mirror-Beam ION Super LED Series (one Red - one Blue)                    | 235.00     | 235.00  |
| 1                                    |             |                | CC-B-CHB14   | Troy 14" Console fits 'Dodge Charger Includes faceplates                        | 265.00     | 265.00  |
| 1                                    |             |                | AC-INBHG     | Troy 4" Dual Beverage   | 39.00      | 39.00   |

Thank You



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|-----------------------|-------------|----------------|--|---------------|
| 04/23/14              | Up-Fit Shop | Origin         | Net 30   |               |
| Purchase Order Number |             | Sales Person   |  | Required      |
|                       |             | Derek Marchini |  | 04/23/14      |
| Quantity              |             |                | Unit Price   | Amount        |
| Required              | Shipped     | B.O.           |  |               |
| Holder                |             |                |  |               |
| 1                     |             | AC-ARMMNT-FX   | Arm Rest   | 95.00 95.00   |
| 1                     |             | 14.0553        | Sho-Me 12v outlet<br>(3 Plug)  | 25.00 25.00   |
| 1                     |             | BK0532CGR11    | Setina PB400 Push Bumper<br>for Dodge Charger                                    | 226.00 226.00 |
| 1                     |             | PK0315CGR11S   | Setina 10S-RP Partition<br>fits Dodge Charger                                    | 555.00 555.00 |
| 1                     |             | ST0380CGR11    | Setina Lower Extension Panel<br>for Recess Panel Partition<br>fits Dodge Charger | 56.00 56.00   |
| 1                     |             | GK10271USVSS   | Setina Single Weapon Rack<br>for Recess Panel Partitions.<br>Holds AR15          | 235.00 235.00 |
| 1                     |             | WK0594CGR11    | Setina Lexan<br>Window Armor<br>Fits Dodge Charger                               | 195.00 195.00 |
| 1                     |             | 932-0014A      | Left Side Rear Equipment<br>Tray/Storage<br>Metal with light                     | 150.00 150.00 |
| 1                     |             | 932-0014B      | Right Side Rear Equipment<br>Tray/Storage<br>Metal with light                    | 150.00 150.00 |
| 1                     |             | CARCG121220    | Aedec Rear Seat w/ Center<br>Belt Option.<br>fits '12+ Dodge Charger             | 425.00 425.00 |
| 1                     |             | 5029           | 12 Circuit Water Resistant<br>Fuse Block w/Cover<br>& bracket                    | 39.00 39.00   |
| 1                     |             | 52-307         | 100amp Continuous Duty<br>Solenoid.  | 26.00 26.00   |

Thank You



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| Quantity |         |      | Item Number | Description | Unit Price | Amount |
|----------|---------|------|-------------|-------------|------------|--------|
| Required | Shipped | B.O. |             |             |            |        |

|   |  |  |              |  |         |         |
|---|--|--|--------------|--|---------|---------|
| 1 |  |  | CGX          | Charge Guard   | 75.00   | 75.00   |
| 1 |  |  | TK5820K2     | Kenwood P25 UHF 45 Watt<br>512 CH Radio Package<br>3 Year Warranty | 846.00  | 846.00  |
| 1 |  |  | KRK10        | Remote mount kit<br>for TK7180/8180                                | 105.00  | 105.00  |
| 1 |  |  | ROOF-FT-NITI | Stico Flexi-Whip Antenna<br>136mhz-1ghz. Includes<br>coax.         | 65.00   | 65.00   |
| 1 |  |  | RFU505ST     | PL259 For RG58   | 5.00    | 5.00    |
| 2 |  |  | 5080         | Relay  | 12.00   | 24.00   |
| 1 |  |  | CHGRPKNMOD   | Park Neutral Module for<br>Dodge Charger                           | 45.00   | 45.00   |
| 1 |  |  | LAISREG      | Shop Installation<br>Patrol Car Up-Fit<br>2013+ Dodge Charger      | 1800.00 | 1800.00 |

|                    |                 |
|--------------------|-----------------|
| Quote subtotal     | 9743.00         |
| Sales tax @ 8.225% | 653.31          |
| <b>Quote total</b> | <b>10396.31</b> |

We appreciate your continued patronage

Thank You

QUOTE  
CITY OF LEMOORE  
2014 DODGE CHARGER POLICE CAR  
BLACK / WHITE PATROL  
BASED OFF CITY OF VISALIA CONTRACT  
RFB-12-13-68 / P.O# 00410  
**REPLACEMENT UNITS**

INCLUDES OPTIONS

29A DODGE CHARGER POLICE PKG

5.7 LITER V-8

HD CLOTH BUCKET SEATS W/CLOTH REAR

8 KEYS

BLACK LEFT SPOT LIGHT (LNF)

MATCHING RIGHT SPOT LIGHT (LNA)

LED SPOT LAMPS

BLACK VINYL FLOOR COVERING (CKJ)

DEACTIVATE REAR DOORS/WINDOWS (CW6)

KEY ALIKE (FREQ 1)

POWER SEAT 6 WAY

POWER HEATED MIRRORS FOLD AWAY

BLUETOOTH

CAR TO BLACK AND WHITE

SELLING PRICE 27,415.00

OPTIONS NEEDED AND NOT NEEDED

DELETE CONVENIENCE GROUP 1 -480.00

(PWR/PASS SEAT- PWR/PEDELS)

DELETE BLK / WHT PAINT -750.00

**(CAR TO BE ALL WHITE)**

DELETE BLUETOOTH -441.00

**SEE PAGE 2**

|                           |                  |
|---------------------------|------------------|
| SUB TOTAL                 | 25,744.00        |
| SALES TAX 7.5%            | 1,930.80         |
| CA TIRE TAX               | 8.75             |
| DELIVER TO LEMOORE        | N/C              |
| <b>TOTAL FOR EACH CAR</b> | <b>27,683.55</b> |

**1 UNITS = 27,683.55**

**NOTES;**

- 1 NEW WARRANTY FOR THE 2014 MODELS ARE  
3YR/36,000 ON THE CAR  
5YR/100,000 ON THE POWER TRAIN**
- 2 IF BALLISTIC DOORS ARE NEEDED PLEASE  
ADD 2,790.00 PLUS TAX TO QUOTE**
- 3 DELIVERY TIME IS 30-45 DAYS ARO**
- 4 5 YR / 100,000 MILE MAX CARE  
SERVICE CONTRACT PLEASE ADD 2,525.00**

McPeek's Dodge of Anaheim  
 1221 AUTO CENTER DR  
 ANAHEIM, CA 9280  
 714-254-2613 OFC  
 714-254-2614 FAX  
 714-264-1867 CELL  
[KEVINB@MCPEEKDODGE.COM](mailto:KEVINB@MCPEEKDODGE.COM)

Plain Insane Graphics

559-924-6000

# Estimate

234 C Street  
Lemoore, CA 93245

Fax # 559-924-6021

| Date      | Estimate # |
|-----------|------------|
| 4/17/2014 | 2039       |

| Name / Address   |
|--|
| Lemoore Police Dept.<br>Ray Greenley<br>657 Fox St.<br>Lemoore, CA 93245 |

| Project |
|---------|
|         |

| Description        | Qty | Rate   | Total   |
|--------------------|-----|--------|---------|
| new logo with flag | 1   | 500.00 | 500.00T |
| install all decals | 1   | 200.00 | 200.00  |

|                        |  |                         |          |
|------------------------|--|-------------------------|----------|
|                        |  | <b>Subtotal</b>         | \$700.00 |
| <b>E-mail</b>          |  | <b>Sales Tax (7.5%)</b> | \$37.50  |
| contact@pigdesigns.com |  | <b>Total</b>            | \$737.50 |