

FIRST AMMENDED AGREEMENT BETWEEN
THE CITY OF COALINGA
AND THE
WEST HILLS COLLEGE DISTRICT OFFICE,
WEST HILLS COLLEGE COALINGA CAMPUS
FOR
CAMPUS POLICE OFFICER

This ("Agreement") is entered into this 1st day of July 2019, through the 30th day of June, 2020, at the City of Coalinga, State of California between the City of Coalinga (herein after "the City"), and the West Hills College Coalinga Campus.

WITNESSETH:

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

WHEREAS, the sworn police officer assigned to the West Hills College Campus Coalinga 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 July 1, 2019, the Department shall provide one (1) sworn Coalinga Police Officer to fill the position of Campus Police Officer. The Campus Police Officer will be a sworn Coalinga Police Officer employed by and under the direction of the Coalinga Police Department, with input from the Administration Designated Staff Member of the West Hills College, Coalinga Campus. The chain of command and supervision of the Campus Officer is as follows: Police Lieutenant or the Chief of Police. For campus related criminal incidents the Campus Police Officer will be under the direction of the Coalinga Police Department. If the incident involves student discipline or educational problems, the Campus Police Officer will be under the direction of the designated member of the West Hills College Coalinga Campus.
2. During the West Hills College designated school year, which covers a 12-month period of time during the Fall, Spring and Summer Terms, the Campus Police Officer is assigned to work from the West Hills College Coalinga Campus office. During school breaks, the Campus Police Officer is assigned to work from the Coalinga Police Department. During these periods of time the Campus Police Officer will respond, and handle calls for service at the West Hills Coalinga Campus.

3. 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 year include, but are not limited to, the following:
 - (a) Investigate any criminal activity which occurs on the property of the West Hills College Coalinga Campus or the West Hills District office.
 - (b) Provide instruction to the faculty and staff of the West Hills Coalinga Campus and the West Hills District office on gangs, narcotics and crime prevention trends.
 - (c) Prepare a monthly activity report to the Department and the Administration Office of West Hills College Coalinga Campus. The Campus Police Officer will keep the Administration Staff informed of current investigations and trends that involve the students of the West Hills College Coalinga Campus, either 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 Coalinga Campus athletic events and social functions. Staffing levels as agreed upon by the College's Administration Staff and the Department.
 - (e) All other duties and responsibilities required of a law enforcement officer.
 - (f) The College's Administration and the Department shall work together to keep overtime 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 Campus Police Officer will be scheduled for a 40-hour workweek, 8 hours per day. The days of the week scheduled will be agreed upon by the College's Administration and the Department. If the College or the District wishes additional days of service a Coalinga Police Officer can be scheduled at the prevailing overtime rate of pay.
 - (g) Nothing in this Agreement is intended to prevent the Campus Police Officer from responding to off campus emergencies when determined necessary under Departmental protocols.

4. The Campus Police Officer's duties and responsibilities are closely related to the operations of the West Hills College Coalinga Campus. The Coalinga Police Department will attempt to schedule the Campus Police Officer's vacations, compensated time off and training during the times that the West Hills College District is not in session, i.e., school holidays, winter break, and spring breaks. If this is not possible the College's Administration will be notified in advance of the Officer's absence.
5. The Campus Police Officer will receive a Coalinga Police Officer's rate of pay, as determined by the Department.
6. West Hills College District shall reimburse the City of Coalinga for the total cost to the City for this Campus Police Officer position. Those cost are as follows:
 - (a) Annual salary and benefits, \$91,135.54.
The salary will be adjusted depending on any future negotiated agreement between the City and the Police Officer's Association.
 - (b) The Coalinga Police Department will provide an existing patrol vehicle for use by the Campus Police Officer. The West Hills College District will reimburse the City of Coalinga \$200.00 per month for use of this vehicle.
 - (c) Patrol vehicle fuel and repairs; \$2,500.00 per year.
 - (d) Yearly uniform allowance starting the second year of the contract; \$1,200.00
 - (e) The cost of this contract is to be paid in two equal payments each fiscal year for the duration of the agreement. The first payment is to be made in July with the second in January each year. If the agreement begins during a fiscal year a payment will be made at that time.
 - (f) The West Hills College District shall be responsible for all school related overtime incurred by the Campus Police Officer. The City shall be responsible for any additional overtime incurred by the Campus Police Officer while performing duties not related to the West Hills College District

7. During the 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.
8. 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.
9. 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.
10. 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 Coalinga and the Coalinga Police Department and not an employee of the West Hills College District.
11. 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.
12. 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.
13. 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.
14. The laws of the State of California shall govern this Agreement and all matters relating to it.

15. 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: Marissa, Trejo, City Manager
City of Coalinga
155 W. Durian St.
Coalinga, CA 93210

West Hills College Brenda Thames, President
300 W. Cherry Lane
Coalinga, CA 93210

The Department: Darren Blevins, (I) Chief of Police
Coalinga Police Department
270 N. Sixth Street
Coalinga, CA 93210

16. Each party shall provide the other parties with written notice of any change in address as soon as practicable.
17. This Agreement shall commence on July 1, 2019 and continue in full force for a period of three fiscal years to June 30, 2022.
18. 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 COALINGA

WEST HILLS COLLEGE

By _____
Marissa Trejo, City Manager

By _____
Brenda Thames, Deputy Chancellor