



**INTERGOVERNMENTAL AGREEMENT BETWEEN
CLACKAMAS COMMUNITY COLLEGE
AND THE
CITY OF OREGON CITY
FOR COLLEGE RESOURCE OFFICER SERVICES**

I. Purpose

This Agreement ("Agreement") is entered into between Clackamas Community College ("College") and the City of Oregon City ("City") through the Oregon City Police Department ("Police Department"), (collectively "Parties") pursuant to the provisions of ORS 190. This Agreement provides the basis for a cooperative relationship for the purpose of the City providing to the College, a Police Officer to act as College Resource Officer (CRO).

II. Scope of Service

A. The City agrees to assign the College one (1) Police Officer beginning September 1, 2017 to serve as a CRO at the following College campuses:

1. Oregon City campus—primary location
2. Wilsonville campus
3. Harmony Community campus

B. The scope of service is outlined in Exhibit A, which is attached and incorporated herein by reference.

C. The College agrees, at its expense, to provide the CRO with the following:

1. Private, secure, furnished office space on the Oregon City campus
2. A filing cabinet that can be locked and secured
3. A telephone
4. Access to a computer

D. The City agrees, at its expense, to provide the CRO with the following:

1. A City of Oregon City marked patrol vehicle with all standard equipment. The City is responsible for all costs associated with the vehicle including, but not limited to insurance, maintenance, and repair.
2. Oregon City Police Department-issued uniform with all normal accessories and equipment including Taser, pepper spray and firearm.

III. Personnel

A. The CRO is an employee of the City and not be an employee of the College. The City, subject to the terms, conditions and limitations herein, will be solely responsible for control of its personnel, standards of performance, police certified training, discipline, and all other aspects of performance under this Agreement. Supervision and training of the CRO will be the responsibility of the City. Notwithstanding the foregoing, there will be an annual performance review of the CRO by the College's Liaison and the Oregon City Chief of Police to evaluate the performance of the CRO and determine whether the Police Officer assigned to the CRO role should continue in the position.

B. The City will assign one (1) Police Officer to serve as the College's CRO on a full-time, forty (40)-hour per workweek basis.

C. The City and the College acknowledge that the CRO's schedule may vary somewhat. In general, the City will set the CRO's work schedule such that the CRO is scheduled to work:

1. During normal College business hours, Monday – Thursday from 7 a.m. to 5 p.m.
2. During the days and times when classes are in session.
3. During College-sponsored special events, such as graduation ceremonies. For special events that occur outside normal College business hours, the CRO will be paid overtime. This will occur at no additional expense to the College.

C. Reasonable effort will be made to schedule CRO training, or other time spent working away from College campuses, on days when classes are not in session, such as the breaks between terms.

D. The Oregon City Chief of Police, in consultation with the College's Vice President of College Services will choose the Police Officer who will be assigned the CRO role at the College. The Police Officer assigned to the CRO role will be selected on the basis of the following minimum criteria:

1. The Police Officer must have the ability to deal effectively with a diverse student population. Bilingual officers will be preferred.
2. The Police Officer must have the ability to present a positive image and symbol of the Police Department. A goal of the CRO program is to foster a positive image of police officers among the college community. Therefore, the personality, grooming and communication skills of the officer should reflect positively on the Police Department and the College.
3. The Police Officer must have the desire and ability to work cooperatively with community members, faculty, staff and students in a community college setting.
4. The officer must be a state-certified law enforcement officer.

E. In the event the Police Officer selected to serve as the CRO is unable to perform the services outlined in Exhibit A for a period of thirty (30) days, a new Police Officer will be selected, subject to section III. D.

F. The CRO will wear the Police Department-issued uniform with all normal accessories and equipment including Taser, pepper spray and firearm. If mutually agreed upon by the College's

and City's Liaisons, civilian attire may be worn on certain occasions or under special circumstances.

IV. Compensation and Absences

A. College will compensate the City \$150,000 per year for the CRO services. The City will invoice the College in four (4) quarterly installments of \$37,500 as follows:

Services for:	Invoiced on:
September, October and November	November 30
December, January and February	February 28
March, April and May	May 31
June, July and August	August 31

The College agrees to pay within thirty (30) days of the receipt of the City's invoice. Invoices will be sent to:

Greer Gaston
Executive Assistant to the Vice President
Clackamas Community College
19600 Molalla Ave
Oregon City, OR 97045
greer.gaston@clackamas.edu

B. Any College-related overtime accrued is included in the existing compensation under section IV.A.

C. In the event of a critical incident or natural disaster, the Police Chief may, at his/her sole discretion, temporarily reassign the CRO. The CRO will not perform his/her duties with the College. In such situations, the City Liaison will notify the College Liaison before the reassignment occurs. If the reassignment results in the CRO not performing his/her duties with the College for four (4) hours or more in any thirty (30)-day period, the City will itemize and prorate the College's invoice, deducting \$60 for every regular workhour without CRO services beyond the initial four (4) hours. If the reassignment is less than four (4) hours in any thirty (30)-day period, compensation under this Agreement will not be affected.

D. The Chief of Police will provide no less than fourteen (14)-days' notice to the College anytime the CRO will not be performing his/her duties with the College. If the absence is more than five (5) consecutive workdays, the City Liaison will assign another CRO-qualified officer, if available, to substitute for the CRO who is absent, beginning on work day six (6) of the leave. If no other CRO-qualified officer is available, the City will itemize and prorate the College's invoice, deducting \$60 for every regular workhour in which CRO services were not provided beyond the initial five (5) days. The exception to this provision would be any time the CRO takes his/her earned vacation time.

E. In the event the CRO does not perform his or her duties with the College for more than three (3) consecutive workdays and the College did not receive fourteen (14)-days' notice, the City Liaison will assign another CRO-qualified officer, if available, to substitute for the CRO who is

absent beginning on work day four (4) of the absence. If no other CRO-qualified officer is available, the City will itemize and prorate the College's invoice, deducting \$60 for every regular workhour in which CRO services were not provided beyond the initial three (3) consecutive workdays.

F. In the event the CRO does not perform his or her duties with the College in order to attend police events, activities, or training unrelated to the performance of the services outlined in Exhibit A, the City will itemize and prorate the College's invoice, deducting \$60 for every regular workhour in which CRO services were not provided.

G. In the event the CRO exhibits behavior contrary to the criteria listed in section III. D. or fails to adequately perform the services outlined in Exhibit A, the College's Liaison will contact the City Liaison. The Liaisons will make a reasonable effort to assist the CRO in correcting the behavior or improve performance. Notwithstanding the foregoing, if the behavior or inadequate performance does not improve, or is deemed so serious as to compromise the CRO's ability to perform his/her role at the college, the College's Liaison, at his/her sole discretion may dismiss the Police Officer from the CRO assignment. The College's Liaison will provide notice to the City Liaison and will outline reasons for the dismissal. The City Liaison will assign another CRO-qualified officer, if available, within four (4) regular workdays. If no other CRO-qualified officer is available, the City will itemize and prorate the College's invoice, deducting \$60 for every regular workhour in which CRO services were not provided beyond the initial four (4) regular workdays.

H. The college will allow the CRO to attend mandatory training during the course of his/her normal workday. The City will make every effort to schedule training for the CRO on days and at times that minimize his/her absence from regularly assigned CRO duties.

V. Notice and Liaison Responsibility

A. Any notice, consent or other communication in connection with this Agreement will be in writing and may be delivered in person, by mail or by email. If hand-delivered, the notice will be effective upon delivery. If by email, the notice will be effective when sent. If served by mail, the notice will be effective three (3) business days after being delivered to the United States Postal Service by certified mail, return receipt requested, and addressed to the Liaisons listed below section V.D.

B. The Police Department Patrol Division Captain will act as Liaison for the City on issues relating to day-to-day operations such as supervision, scheduling, and CRO responsibilities; the Chief of Police will act as Liaison on all other matters relating to this Agreement. Contact information for the Liaisons is in section V.D.

C. The Director of College Safety will act as Liaison for the College on issues relating to day-to-day operations such as supervision, scheduling, and CRO responsibilities; the Vice President of College Services will act as Liaison on all other matters relating to this Agreement. Contact information for the Liaisons is in section V.D.

D.

<u>Notices & Liaisons for College</u>	<u>Notices & Liaisons for City</u>
Alissa Mahar	Jim Band
Vice President of College Services & CFO	Chief of Police
19600 Molalla Ave	320 Warner Milne Road
Oregon City, OR 97045	Oregon City, OR 97045
503.594.3009	Phone: 503-496-1686
alissa.mahar@clackamas.edu	Email: jband@orcity.org
Phil Zerzan	Patrol Division Captain Shaun Davis
Director of College Safety	320 Warner Milne Road
19600 Molalla Ave	Oregon City, OR 97045
Oregon City, OR 97045	Phone: 503-657-4964
503.594.1698	sdavis@orcity.org
Phil.zerzan@clackamas.edu	

VI. Liability

A. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the City shall indemnify, defend and hold harmless the College, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omission or negligence of City personnel acting pursuant to this Agreement.

B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the College shall indemnify, defend and hold harmless the City, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors, omission or negligence of College personnel acting pursuant to this Agreement.

VII. Termination – Amendment

A. This Agreement may be terminated by either party upon ninety (90)-days written notice to the other.

B. This Agreement and any amendments to it will not be effective until approved in writing by an authorized representative of the College and an authorized representative of the City.

C. This Agreement supersedes and cancels any prior agreements between the parties hereto for similar services.

VIII. Term of Agreement

This Agreement commences September 1, 2017 and ends August 31, 2018, unless terminated earlier as provided herein. The parties may renew this Agreement only by separate written agreement or addendum hereto, which must be executed by both parties.

SIGNATURE OF PARTIES

By their signatures below, the parties to this Agreement agree to the terms, conditions, and content expressed herein. This Agreement becomes effective upon the signature of both parties.

Clackamas Community College

City of Oregon City

Signature

Signature

Alissa Mahar

Name

Name

Vice President of College Services

Title

Title

Date

Date

Exhibit A

SERVICES/SCOPE OF WORK COLLEGE RESOURCE OFFICER

The duties of a College Resource Officer may include the following:

- Help to provide a safe environment for students, staff and faculty on College property through regular participation and presence on the campuses.
- Respond to or coordinate the response of other first responders on all criminal calls and other calls for service normally dispatched via C-Com within the College's boundaries and to investigate and document criminal activity.
- Enforce the laws of the State of Oregon, including full power and authority to detain suspects, effect an arrest and conduct searches as authorized by state and federal law in order to protect the safety of students, faculty, staff and campus users.
- Assist in reporting and investigating incidents that may have occurred off campus but are reported at the College.
- Attend weekly Behavior Intervention Team (BIT) meetings and provide input on BIT matters as they arise between meetings.
- Assist with the development and implementation of a College Threat Assessment Team (TAT) and attend meetings as liaison with local law enforcement to both receive and provide information on potential threats.
- Serve as a member of a regional TAT when implemented.
- Work with the Director of College Safety and others to design, implement and update College emergency planning for various types of incidents.
- Participate as a member of the CCC Ready Advisory Group.
- Assist with planning and implementation of regular emergency preparedness drills and exercises.
- Provide input on situational crime prevention, including the use of physical barriers, security technology, and access control for existing College buildings and new construction projects.
- Provide training in areas of expertise to CCC employees and students.