

CAMPUS RESOURCE OFFICER AGREEMENT

This AGREEMENT made and entered into by and between the CITY of Torrington (hereinafter referred to as the CITY), and Eastern Wyoming College (hereinafter referred to as EWC).

WITNESSETH:

WHEREAS, the CITY and EWC desire to enter into an agreement for the purpose of providing a liaison Campus Resource Officer (CRO) from the Torrington Police Department to work with EWC officials in matters relating to criminal conduct and the promotion of a safer educational environment. The terms of this agreement are dictated, when necessary, by the COPS Hiring Recovery Program Grant # 2009RKWX0947 ORI#: WY00801 received by the CITY in July, 2009. These terms are outlined and referred to in the COPS Hiring Recovery Program Award Letter dated July 29, 2009; the Financial Clearance Memorandum and Final Funding Memorandum all sent to the City and attached to this AGREEMENT.

Now therefore, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Said CRO shall provide the following:
 - a. At the request of EWC, or by notification of EWC by the CITY, coordination and continuity in investigation of events on EWC property or involving EWC students, in keeping with existing standards for police/college cooperation.
 - b. A point of contact and dedicated link between EWC and the CITY.
 - c. Services to EWC which will enhance the quality of life on campus by providing safety and security, maintain a high level of visibility around the campus, maintain order and provide a range of general and emergency services which may include classroom instruction.
 - d. Work to establish effective partnerships between EWC and the CITY by reporting at the close of each semester a report signifying the various activities, student contacts, staff conferences, and law enforcement measures taken by the CRO.
 - e. EWC agrees to provide to the CRO provided to EWC the following benefits:
 1. Facility access and use
 2. Workspace and basic furnishings
2. The parties hereto agree and understand said Campus Resource Officer (CRO) shall remain at all times an employee of the CITY of Torrington and the hiring (in consultation with the approval of the Vice President for Instruction) of said officer, supervision,

control, training, transportation and officers' equipment and overtime costs shall be provided by the CITY, provided however that to the extent necessary to carry out the duties as set forth herein and allowed by law, the officer may be granted access to confidential student information, and shall be subject to the same restrictions and requirements pertaining to the use of that information as is applicable to other EWC employees having access to the information. Regarding the officer provided to EWC, said officer shall additionally report to the Dean of Students for EWC and the performance of said officer shall be evaluated by both the Dean of Students for EWC and by the CITY supervisor for said employee. In selecting personnel to provide services pursuant to this Agreement, the Department shall consider the officer's interest in the assignment, ability to deal with young adults, educational background and any special training which may have been received.

3. EWC agrees to contribute the following sums to defray the cost of salary and benefits for the CRO. Said payment to be made by EWC is as follows.
 - a. On July 1, 2009 EWC shall pay a sum equal to \$7,500 for the CRO for the period of July 1, 2009 through June 30, 2010. On each July 1 for the following three (3) years ending on June 30, 2013, EWC shall make one (1) payment of \$7,500 for the CRO.

<u>Date of Payment</u>	<u>Period Covered</u>	<u>Amount Paid</u>
July 1, 2009	July 1, 2009 – June 30, 2010	\$7,500
July 1, 2010	July 1, 2010 – June 30, 2011	\$7,500
July 1, 2011	July 1, 2011 – June 30, 2012	\$7,500
July 1, 2012	July 1, 2012 – June 30, 2013	\$7,500

At the end of this agreement, EWC and the CITY will meet to determine the difference between the \$30,000 EWC has paid from July 1, 2009 through June 30, 2013, and ½ of the actual cost of salary and benefits of the CRO for July 1, 2012 to June 30, 2013. If ½ of the actual cost of salary and benefits of the CRO for July 1, 2012 to June 30, 2013 is less than \$30,000 the CITY will refund that amount to EWC. If ½ of the actual cost of salary and benefits of the CRO for July 1, 2012 to June 30, 2013 is greater than \$30,000 EWC will forward that amount to the CITY.

For this, EWC will receive a fully equipped CRO on a full- or part-time, rotating basis each weekday, and on weekends when there are campus activities (e.g. sports and fine arts events, dances, etc.) throughout the academic year. The CRO may perform police functions for the CITY when he/she is not needed by EWC.

In the event that EWC shall fail to appropriate in their annual budget the funds required for the annual payment set forth herein, this contract shall be deemed to have been rescinded by EWC, and said EWC shall be relieved of any other or further obligations to the CITY as a result of this agreement; provided however, that in the event EWC omit to appropriate such funds by oversight, such oversight may be corrected by EWC by budget amendments as required by state law.

4. The CITY and EWC do not waive their sovereign immunity by entering into this agreement and said parties specifically retain all immunities and defenses provided by law with regard to any action based on this agreement, pursuant to W.S. 1-30-104(a).

THIS AGREEMENT is entered into this _____ day of _____, 2009.

THE CITY OF TORRINGTON

ATTEST:

Mayor

The CITY Clerk

EASTERN WYOMING COLLEGE

ATTEST:

Board of Trustees President

Secretary