

## FUNDING AGREEMENT FOR CAMPUS SAFETY OFFICER

This Agreement ("Agreement") is entered into this 16<sup>th</sup> day of June, 2026., by and between:

### **Laramie County Community College**

Full Legal Name: Laramie County Community College

Address: 1400 East College Dr

City, State, ZIP: Cheyenne, WY 82007

Contact Person: Dr. Joe Schaffer

Title: President

AND

### **Laramie County Sheriff's Office**

Full Legal Name: Laramie County Sheriff's Office

Address: 1910 Pioneer Ave

City, State, ZIP: Cheyenne, WY 82001

Contact Person: Brian Kozak

Title: Sheriff

## RECITALS

WHEREAS, Laramie County Community College ("College") desires to have a dedicated Campus Safety Officer on the campus to provide security, maintain safety, and engage in school resource officer duties to support students, faculty, staff, and visitors;

WHEREAS, the Laramie County Sheriff's Office ("Sheriff's Office") is responsible for law enforcement within Laramie County and employs trained and qualified deputies able to fulfill these duties;

WHEREAS, the parties desire to enter into this Agreement under which the College will provide funding to support the employment of a full-time Campus Safety Officer ("Deputy") assigned to the College campus by the Sheriff's Office, with such Deputy remaining an employee of and under the control and direction of the Sheriff's Office;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

## SECTION 1: DEFINITIONS

1.1 "**Agreement**" means this Agreement to Provide Funding for a Campus Safety Officer, including all exhibits, amendments, and addenda hereto.

1.2 "**College**" means Laramie County Community College, including its governing board, officers, employees, and authorized agents.

1.3 "**Sheriff's Office**" means the Laramie County Sheriff's Office, including the elected Sheriff, deputies, officers, employees, and authorized agents acting within the scope of their duties.

1.4 "**Deputy**" means the sworn law enforcement officer employed by the Sheriff's Office and assigned on a full-time basis to serve as the Campus Safety Officer at the

College campus pursuant to this Agreement, together with any temporary replacement or substitute designated by the Sheriff's Office.

1.5 "**Campus**" or "**College campus**" means all real property, buildings, facilities, and grounds owned, leased, or otherwise controlled by the College within Laramie County, Wyoming, to which the Deputy is assigned under this Agreement.

1.6 "**Confidential Information**" means any non-public information disclosed or made available in connection with this Agreement, including but not limited to personally identifiable information, educational records, law-enforcement sensitive information, security plans, and any information designated as confidential or that a reasonable person would understand to be confidential based on its nature or the circumstances of disclosure.

1.7 "**FERPA**" means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, as amended from time to time.

1.8 "**Force Majeure Event**" has the meaning set forth in Section 11 of this Agreement.

## **SECTION 2: APPOINTMENT AND DUTIES OF CAMPUS SAFETY OFFICER**

2.1 The Sheriff's Office shall assign two (2) full-time Deputies to serve as the Campus Safety Officers at the College campus, unless otherwise agreed upon in writing.

2.2 The Deputy shall be a sworn law enforcement officer, fully trained and qualified according to Wyoming standards, P.O.S.T certified, and any additional training required for campus safety officer duties.

2.3 The Deputy shall be equipped, supplied, and provided with a fully operational law enforcement vehicle by the Sheriff's Office for exclusive use in performing duties under this Agreement.

2.4 The Deputy shall remain an employee of the Sheriff's Office and shall comply with all applicable policies, directives, rules, regulations, general orders, and codes of conduct of the Sheriff's Office, including but not limited to any written Sheriff's Office policies governing school resource officers, use of force, professional standards, ethics, bias-free policing, and interactions with minors and students, as they may be amended from time to time.

2.5 The Deputy's general duties are described herein and shall include, but are not limited to these services and those set forth in Exhibit A. Exhibit A reflects the parties' current understanding of operational duties and may be updated from time to time by mutual written agreement of the parties without requiring a formal amendment to this MOU.

- a) Enhancing the safety and security of the College campus;
- b) Assisting with crime prevention and investigation on campus;
- c) Acting as a liaison between the College, students, faculty, staff, and the Sheriff's Office;
- d) Providing education and training on law enforcement and safety topics as requested by College administration;

- e) Upholding and equitably enforcing all applicable laws, regulations, and College policies and procedures related to safety while on campus;
- f) Collaborating with College staff for coordinated security efforts; and
- g) Responding to all lawful requests or calls for assistance within the scope of their position and jurisdiction as Deputy Sheriff.
- h) Except where required by applicable law or court order, deputies shall not initiate contact, inquire into, or take action based solely on any person's presence residency classification, or documentation authorizing them to remain in the country.
- i) Except where required by applicable law or court order, deputies shall not use college facilities, personnel, equipment, data or other resources provided or accessed pursuant to this Agreement to support or facilitate civil status-based enforcement activities.

**2.6 Emergency Access and Immediate Assistance.** In the event of an emergency or imminent threat to the health or safety of any person or to the security of the College campus:

- a) The College may request immediate assistance from the Deputy by contacting the Deputy directly (if on duty and on campus), by contacting the Sheriff's Office dispatch center, or by using any emergency communication protocol established jointly by the parties.
- b) The Sheriff's Office shall use reasonable efforts, consistent with law enforcement priorities and available resources, to ensure that the Deputy or other appropriate law enforcement personnel respond promptly to such requests for immediate assistance.
- c) The parties shall, within thirty (30) days of the effective date of this Agreement, establish written procedures for emergency communications, including primary and secondary contact methods, after-hours and weekend contact information, and coordination with campus security and local emergency responders.

### **SECTION 3: FUNDING AND PAYMENT**

3.1 The College agrees to provide funding to cover all costs associated with the employment of the full-time deputies assigned under this Agreement.

3.2 Such costs include, but are not limited to:

- a) Salary and wages;
- b) Benefits, including health insurance, retirement contributions, workers' compensation, and other statutory or negotiated benefits;
- c) Uniforms, equipment, and vehicle maintenance;
- d) Training expenses required for the Deputy's duties;
- e) Any other costs reasonably related to maintaining the Deputy's full-time position.

3.3 The Sheriff's Office shall invoice the College a not to exceed total amount of one hundred thousand dollars (\$100,000.00) per officer, per year.

3.4 The Sheriff's Office shall invoice the College on a quarterly basis, itemizing all costs incurred during the invoicing period.

3.5 Payment from the College to the Sheriff's Office shall be due within thirty (30) days of receipt of a correct invoice.

**3.6 Invoice Disputes.** In the event the College disputes any portion of an invoice:

- a) The College shall provide written notice to the Sheriff's Office within fifteen (15)

days of receipt of the invoice, identifying the specific amounts in dispute and the basis for the dispute.

b) The College shall timely pay all undisputed portions of the invoice in accordance with Section 3.4.

c) Authorized representatives of the parties shall confer to resolve the disputed amounts within thirty (30) days after the Sheriff's Office's receipt of the College's notice of dispute, or as otherwise mutually agreed in writing.

d) Resolution of any disputed amounts shall be documented in writing, and any additional amounts determined to be due and owing shall be paid by the College within thirty (30) days after such resolution.

e) A dispute of an invoice in accordance with this Section 3.5 shall not constitute a breach of this Agreement by either party.

#### **SECTION 4: TERM AND TERMINATION**

4.1 This Agreement shall commence on the 1<sup>st</sup> day of July, 2026, and shall continue for a period of twelve (12) months ("Initial Term"), unless terminated earlier as provided herein.

4.2 Upon expiration of the Initial Term, the Agreement may be renewed or extended in writing by mutual consent of both parties. The parties agree to commence good-faith discussions regarding renewal or extension of this Agreement no later than ninety (90) days prior to the expiration of the Initial Term or any subsequent renewal term. Any renewal or extension shall be documented in a written amendment or successor agreement executed by authorized representatives of both parties prior to the expiration of the then-current term in order to avoid gaps in service.

4.3 Either party may terminate this Agreement upon ninety (90) days' written notice to the other party, with or without cause.

4.4 The College's obligation to pay for services rendered shall survive termination with respect to any costs incurred prior to the effective date of termination.

4.5 In the event of early termination, the Deputy assigned to the College shall be reassigned or otherwise managed by the Sheriff's Office, and no additional funding shall be required unless otherwise agreed.

#### **SECTION 5: CONTROL AND SUPERVISION**

5.1 The Deputy shall at all times remain under the direct control and supervision of the Sheriff's Office.

5.2 The College acknowledges and agrees that it has no authority to direct or control the Deputy's law enforcement duties, priorities, or disciplinary matters.

5.3 However, the Deputy shall coordinate regularly with designated College officials to share information and collaborate on campus safety initiatives.

5.4 The parties shall establish a liaison committee or point of contact within thirty (30) days of this Agreement to facilitate communication and address operational concerns.

## **SECTION 6: LIABILITY AND INSURANCE**

6.1 The Sheriff's Office shall maintain all necessary liability, workers' compensation, and other insurance required to cover the Deputy's employment and acts performed under this Agreement.

6.2 The College shall not be responsible for any claims, damages, or liabilities arising from the actions or omissions of the Deputy while performing law enforcement duties.

6.3 **Governmental Immunity.** Laramie County Community College does not waive its governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to as a governmental entity, including in contract and tort, pursuant to W.S. § 1-39-104 et. seq. and all other state law.

6.4 **Governmental Immunity.** Laramie County Sheriff's Office does not waive its governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to as a governmental entity, including in contract and tort, pursuant to W.S. § 1-39-104 et. seq. and all other state law.

## **SECTION 7: COMPLIANCE WITH LAW**

7.1 Both parties agree to comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of their obligations under this Agreement.

7.2 The Deputy shall enforce and uphold laws consistent with Wyoming statutes and applicable College regulations.

## **SECTION 8: CONFIDENTIALITY AND DATA PRIVACY**

8.1 Both parties acknowledge that during the course of this Agreement, the Deputy and College staff may acquire Confidential Information.

8.2 The Deputy and the parties shall maintain the confidentiality of all such information in accordance with applicable law, including but not limited to applicable State and Federal law.

8.3 **Duration of Confidentiality Obligations.** Except as otherwise required by law, the obligations of confidentiality set forth in this Section 8 shall commence on the effective date of this Agreement and shall continue during the term of this Agreement and for a period of five (5) years following its expiration or termination and/or as provided by applicable law.

8.4 **Permitted Disclosures and Exceptions.** Notwithstanding the foregoing, Confidential Information may be disclosed:

a) To the extent required by federal, state, or local law, regulation, court order, subpoena, or other legal process, or as required in connection with any law enforcement investigation or proceeding;

- b) As necessary to comply with the Wyoming Public Records Act or other applicable public records or open records laws, subject to any applicable exemptions for protected or sensitive information;
- c) To a party's employees, officials, legal counsel, insurers, consultants, or agents who have a legitimate need to know the information for purposes of performing obligations under this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein; or
- d) With the prior written consent of the party that originally provided or is the subject of the Confidential Information, to the extent such consent is permitted by law.

8.5 In making any disclosure pursuant to Section 8.4(a) or (b), the disclosing party shall, to the extent legally permissible and practicable, provide reasonable notice to the other party prior to such disclosure so that the other party may seek a protective order or other appropriate remedy.

**8.6 Data Privacy and Student Records.** To the extent the Deputy or the Sheriff's Office receives, accesses, or maintains personally identifiable information from student education records or other records protected by FERPA or similar laws in connection with this Agreement:

- a) All such information shall only be provided to the Deputy or the Sheriff's Office for law enforcement purposes.
- b) The Sheriff's Office shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect such information against unauthorized access, use, disclosure, alteration, or destruction, which safeguards shall be no less protective than those the Sheriff's Office employs to protect its own confidential or sensitive information of a similar nature.
- c) The Sheriff's Office shall promptly notify the College, without unreasonable delay, upon discovery of any unauthorized access to or disclosure of such information, and shall cooperate with the College, to the extent permitted by law, in taking reasonable steps to investigate, mitigate, and remediate the incident.
- d) Nothing in this agreement shall be interpreted to make the deputies or the Sheriff's Office a "school official" as defined by FERPA.
- e) Upon expiration or termination of this Agreement, and to the extent consistent with applicable law and records-retention requirements, the Sheriff's Office shall, at the College's written direction, return or securely destroy any such student education records or personally identifiable information obtained from the College that are not required to be retained for law enforcement or legal compliance purposes.

## **SECTION 9: REPORTING AND ACCOUNTABILITY**

9.1 The Sheriff's Office shall provide the College, upon request, with periodic reports summarizing the Deputy's activities on campus, subject to confidentiality and legal restrictions.

9.2 The Deputy shall attend periodic meetings with College officials as mutually agreed to review campus safety matters.

## **SECTION 10: DISPUTE RESOLUTION**

10.1 In the event of any dispute arising out of or related to this Agreement, the parties shall attempt in good faith to resolve such dispute through negotiation.

10.2 If negotiation fails, the parties may agree to mediation before initiating any other legal action.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

10.4 Any legal action arising from this Agreement shall be brought exclusively in the state or federal courts located in Laramie County, Wyoming.

## **SECTION 11: FORCE MAJEURE**

11.1 Neither party shall be liable for any delay or failure in the performance of its obligations under this Agreement (other than payment obligations) to the extent such delay or failure is caused by a Force Majeure Event.

11.2 For purposes of this Agreement, a "**Force Majeure Event**" means any event or circumstance beyond the reasonable control of the affected party, including but not limited to acts of God; natural disasters; fires; floods; epidemics or pandemics; war; terrorism; civil unrest; strikes or other labor disputes (excluding those affecting only the affected party's own workforce to the extent such disputes are not caused by an external event); governmental orders or restrictions; or failures or interruptions of utilities or communications not caused by the affected party.

11.3 The party claiming the benefit of this Section 11 shall:

- a) Provide prompt written notice to the other party describing the nature and expected duration of the Force Majeure Event; and
- b) Use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to resume performance as soon as reasonably practicable.

11.4 If a Force Majeure Event continues for a period of more than ninety (90) consecutive days and materially impairs the ability of either party to perform its obligations under this Agreement, either party may terminate this Agreement upon thirty (30) days' written notice to the other party, without penalty or further obligation except for obligations that accrued prior to the effective date of termination.

## **SECTION 12: INTELLECTUAL PROPERTY AND TRAINING MATERIALS**

12.1 The parties acknowledge that, in the course of performing this Agreement, the Deputy may develop or deliver educational, training, or informational materials, including but not limited to presentations, handouts, curricula, manuals, and digital content (collectively, "Training Materials").

12.2 As between the parties, any Training Materials created solely by the Deputy within the scope of the Deputy's employment with the Sheriff's Office shall be deemed works made for hire and shall be owned by the Sheriff's Office, subject to any pre-existing third-party rights.

12.3 The Sheriff's Office hereby grants to the College a non-exclusive, royalty-free, non-transferable license to use, reproduce, and distribute copies of such Training Materials for the College's internal educational, training, and campus safety purposes

during the term of this Agreement, and thereafter on a continuing basis, provided that:

- a) The College does not sell, license, or otherwise commercially exploit the Training Materials; and
- b) The College acknowledges the Sheriff's Office as the source of the Training Materials where reasonably practicable.

12.4 To the extent any Training Materials are jointly developed by the Deputy and College personnel, the parties shall be deemed joint owners of the copyright in such jointly developed Training Materials, each with the right to use such materials for their own non-commercial, internal purposes without accounting to the other, subject to any applicable confidentiality or privacy restrictions.

12.5 Nothing in this Section 12 shall be construed to grant either party any rights in the other party's trademarks, service marks, logos, or official insignia, except with prior written consent and subject to any conditions imposed by the owning party.

### **SECTION 13: MISCELLANEOUS**

13.1 **Entire Agreement:** This Agreement contains the entire agreement between the parties relating to its subject matter and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

13.2 **Amendments:** This Agreement may only be amended by a written document signed by authorized representatives of both parties.

13.3 **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

13.4 **Waiver:** No waiver of any breach of this Agreement shall be deemed a waiver of any other or subsequent breach.

13.5 **Notices:** All notices under this Agreement shall be in writing and delivered by hand, certified mail, or electronic mail to the contact persons specified above or as otherwise designated in writing.

13.6 **No Third-Party Creditor Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties hereto. Nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon any person or entity other than the Parties any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

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**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.**

LARAMIE COUNTY

By: \_\_\_\_\_ Date

\_\_\_\_\_  
Chairman, Board of Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_

Date \_\_\_\_\_

Laramie County Clerk

LARAMIE COUNTY COMMUNITY COLLEGE

By: Joe Schaffer

Date 06/10/2026

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature]

Date 6/10/2026

Laramie County Attorney's Office






# MOA LCCC and LCSO -Campus Safety Officer

Final Audit Report

2026-06-10

Created:	2026-06-10
By:	LCCC Procurement (procurement@lccc.wy.edu)
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## "MOA LCCC and LCSO -Campus Safety Officer" History

-  Document created by LCCC Procurement (procurement@lccc.wy.edu)  
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-  Document e-signed by Joe Schaffer (jschaffer@lccc.wy.edu)  
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-  Agreement completed.  
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## **Exhibit A**

### **Scope of Services**

This Exhibit A outlines the current operational scope of services to be provided by the assigned Laramie County Sheriff's Office deputy ("Campus Safety Officer") to Laramie County Community College (LCCC) in support of LCCC's Campus Safety Program. This Exhibit is incorporated by reference into the Memorandum of Understanding (MOU) and reflects the parties' present understanding of duties, which may evolve over time. This Exhibit A is intended to describe the current scope of services and does not limit the Sheriff's Office or LCCC from modifying operational duties by mutual agreement consistent with the MOU.

#### **1. Scope of work:**

In addition to the deputy's general law enforcement authority and duties, the assigned Campus Safety Officer shall assist LCCC by working closely with LCCC's Campus Safety Officers and college officials to support campus safety and security operations. Services may include, but are not limited to, the following:

- Conducting safety inspections and security checks of campus facilities and grounds
- Locking and unlocking campus buildings as needed
- Enforcing parking regulations in accordance with LCCC policies
- Investigating campus incidents and completing related reports
- Investigating and reporting injury incidents occurring on campus
- Familiarizing with and utilizing campus systems, including but not limited to Maxient, Verkada, and other relevant safety or reporting platforms
- Utilizing campus radios, telephones, and related communication systems to respond to campus non-emergency needs
- Performing other duties reasonably related to campus safety and security as requested by LCCC and consistent with the Campus Safety Officer's role

#### **2. Work schedule:**

The Campus Safety Officer will be integrated into LCCC's Campus Safety Officer scheduling structure. The standard schedule consists of three shifts:

24:00-8:00 (Sunday-Thursday or Tuesday – Saturday)

8:00-16:00 (Sunday-Thursday or Tuesday – Saturday)

16:00-24:00 (Sunday-Thursday or Tuesday – Saturday)

Officers are typically assigned to a single shift; however shift adjustments may occur as necessary to provide coverage due to staff absences, vacation or operational need as determined by LCCC.

### **3. Integration with LCCC Campus Safety:**

The Campus Safety Officer shall report to and conclude each assigned shift at the LCCC Campus Safety Office to facilitate communication and operational continuity. This includes conducting shift turnover with outgoing or incoming Campus Safety personnel to ensure awareness of ongoing issues, incidents, or priorities.