

DLW CONSULTING & INVESTIGATIONS, LLC

PO Box 714 Laramie, WY 82073
Email: daron@wyattconsulting.us (714) 497-5633
www.wyattconsulting.us
CA PI License 188923

AGREEMENT FOR INVESTIGATIVE SERVICES

This AGREEMENT is made this 7th day of, February 2023, by and between DLW CONSULTING & INVESTIGATIONS, LLC (“INVESTIGATOR”) and the Laramie Police Department (“CLIENT”).

RECITALS

INVESTIGATOR is a licensed private investigator, CA PI License 188923 and possesses valid Errors and Omissions Insurance. INVESTIGATOR’S mailing address of record is PO Box 714, Laramie, WY 82073

CLIENT desires to retain INVESTIGATOR for the performance of investigative, security, and consulting services as described herein.

THEREFORE, CLIENT retains the services of INVESTIGATOR and INVESTIGATOR agrees to render services for CLIENT on the terms and subject to the conditions of this AGREEMENT.

TERMS AND CONDITIONS

1. AUTHORIZATION

1.1 CLIENT authorizes INVESTIGATOR to act on behalf and in the name of CLIENT in the performance of the services described in Section 2 of this AGREEMENT.

1.2 In performing services under this AGREEMENT, INVESTIGATOR at all times will be an independent contractor and not an employee of CLIENT.

1.3 CLIENT agrees to provide INVESTIGATOR with all possible facts available, photographs and information pertaining to the investigation, not withholding facts, which would or potentially could affect the outcome of the investigation. CLIENT further has notified INVESTIGATOR of all possible hazards, which are known to CLIENT pertaining to the investigation.

2. SERVICES

2.1 INVESTIGATOR will provide investigation services for CLIENT for the purposes of: **Conducting pre-employment background investigations for prospective employees of the Laramie Police Department. Background Investigations will be completed in accordance with Wyoming POST standards.**

2.2 A report of INVESTIGATOR’S findings will be promptly prepared and submitted to CLIENT, counsel for CLIENT, or as otherwise designated by CLIENT in writing, unless CLIENT waives the necessity for a report in writing. CLIENT may designate in writing who it is on CLIENT’S behalf who shall have the authority to designate to whom the report is to be delivered.

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2.3 In the event CLIENT requires that this investigation be cancelled, a minimum twenty-four (24) hours' notice must be given prior to the scheduled commencement of the investigative services. If proper notice is not given or received, a four-hour minimum charge at the rate indicated on the attached RATE SHEET will be assessed.

2.4 INVESTIGATOR will only conduct investigations or use techniques legal and in compliance with Federal, State or local law, including, if applicable, the Fair Credit Reporting Act (15 USC Sec. 1681 and following).

3. RATES

3.1 A rate sheet detailing costs for investigation services ("RATE SHEET") is attached to this AGREEMENT and made a part hereof. The RATE SHEET should be read, signed, and returned prior to the commencement of services.

3.2 Rates may be amended by INVESTIGATOR via delivery of such notice of amendment to CLIENT in the manner described in Section 10 of this agreement.

4. PAYMENT FOR SERVICES

4.1 In the event any INVESTIGATOR or any employee of INVESTIGATOR is subpoenaed, placed on call, directed to appear at a trial, hearing, arbitration, administrative hearing or other proceeding or otherwise required to be available to CLIENT or any other party or entity as a result of or in connection with any lawsuits, investigations, trials, depositions, discovery related matters, administrative proceedings of any agency, or arbitrations or similar matters or proceedings related to or arising from INVESTIGATOR'S services, efforts and/or investigations engaged in hereunder within the scope of the services rendered to CLIENT, even if INVESTIGATOR or an employee of INVESTIGATOR, is named personally as a Defendant in any legal complaint, CLIENT will compensate INVESTIGATOR at INVESTIGATOR'S normal hourly rates for such individuals as are involved, in accordance with the RATE SHEET. In addition, in connection with such matters, CLIENT will pay reasonable costs incurred by INVESTIGATOR. Insofar as possible, CLIENT will be kept informed in advance as to what such individuals are involved, in accordance with the RATE SHEET. In addition, in connection with such matters, CLIENT will pay reasonable costs incurred by INVESTIGATOR. Insofar as possible, CLIENT will be kept informed in advance as to what is being required of INVESTIGATOR and its investigative personnel in connection with such proceedings.

4.2 INVESTIGATOR will invoice CLIENT at the time completed reports are submitted. Unless INVESTIGATOR and CLIENT otherwise agree in writing, each invoice will be due upon receipt.

4.3 CLIENT will not be billed for incidental expenses, such as photocopies, facsimiles, cassette audiotapes, digital storage, and communication charges.

4.4 CLIENT agrees to pay INVESTIGATOR for travel, with motor vehicle travel to be paid at the rate set forth in the RATE SHEET and other forms of travel reimbursed, including transportation, lodging and meals, if applicable.

5. INDEMNIFICATION

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5.1 CLIENT agrees to indemnify, defend, protect, and hold harmless INVESTIGATOR, and each of his employees from and against any and all claims, liabilities, obligations, demands, causes of action, debts, costs and expenses (including reasonable outside attorneys' fees) that arise out of or relate to this AGREEMENT, including but not limited to acts or omissions of CLIENT or a breach of CLIENT's representations, warranties or obligations hereunder. CLIENT hereby acknowledges that it is not uncommon for employees, especially terminated ex-employees, who have been investigated, to falsely allege that the CLIENT or INVESTIGATOR were involved in wrong-doing, or even criminal acts. If such allegations are made and INVESTIGATOR or his employees are named as Defendants in any legal complaint relating to an investigation performed by INVESTIGATOR on behalf of the CLIENT, it will in no way relieve the CLIENT of the CLIENT's obligation to indemnify INVESTIGATOR and to compensate INVESTIGATOR at INVESTIGATOR'S normal hourly rates for such individuals involved, in accordance with the RATE SHEET.

5.2 INVESTIGATOR agrees to indemnify, defend, protect and hold harmless CLIENT, and each of its affiliates, shareholders, directors, officers, employees, contractors, agents, representatives, successors and assigns from and against any and all claims, liabilities, obligations, demands, causes of action, debts, costs and expenses that are ultimately determined in a final adjudication to have arisen from INVESTIGATOR's gross negligence or illegal acts.

5.3 In the event INVESTIGATOR and CLIENT are determined to a final adjudication to have been jointly liable without specification of the extent of the proportion of liability between them, then, and only in that case, the issue of the relative amount of reimbursement to be made under INVESTIGATOR's or the CLIENT's duty to hold harmless and indemnify referred to in the preceding paragraphs will be determined by arbitration (See Section 12.1).

6. INSURANCE

6.1 INVESTIGATOR agrees to procure and maintain in full force and effect during the term of the contract insurance policies at levels mutually agreed upon between the INVESTIGATOR and the CLIENT, and as required by law.

6.2 Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the CLIENT for approval.

6.3 The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the INVESTIGATOR; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the CLIENT. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the INVESTIGATOR under this agreement.

6.4 Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the CLIENT except ten (10) days shall be allowed for non-payment of premium.

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6.5 Required insurance coverages shall not prohibit INVESTIGATOR from waiving the right of subrogation prior to a loss. INVESTIGATOR shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the CLIENT has received a waiver of subrogation endorsement from the insurer.

6.6 All policies, endorsements, certificates, and/or binders shall be subject to approval by the CLIENT as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the CLIENT. The CLIENT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the CLIENT. If such coverage is cancelled or reduced, INVESTIGATOR shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the CLIENT evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.7 Any deductible or self-insured retention must be approved in writing by the CLIENT and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The CLIENT may require the INVESTIGATOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

6.8 The coverage provided shall apply to the obligations assumed by the INVESTIGATOR under the indemnity provisions of this contract

6.9 INVESTIGATOR agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the CLIENT. The CLIENT shall have the right to withhold any payment due until INVESTIGATOR has fully complied with the insurance provisions of this Contract.

In the event that the INVESTIGATOR'S operations are suspended for failure to maintain required insurance coverage, the INVESTIGATOR shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

6.10 Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the CLIENT.

6.11 If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial INVESTIGATOR'S Contract with the CLIENT and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

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6.12 Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the CLIENT as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

7. CONFIDENTIALITY

7.1 Except as otherwise required by law, INVESTIGATOR agrees not to divulge, disclose or communicate to third parties, without the express written authorization of the CLIENT, or CLIENT'S authorized representatives, information pertaining to INVESTIGATOR'S services for CLIENT, or confidential information concerning CLIENT'S business, personnel, functions, or operations acquired by INVESTIGATOR during the engagement. Unless otherwise specified by the CLIENT in writing or in cases where INVESTIGATOR has a legal obligation to notify law enforcement, all materials related to CLIENT'S case will be safely destroyed by INVESTIGATOR after a period of five years following the work performed. Cases, which must be reported under the law, include child abuse, elder abuse, issues of National security such as terrorist threats, homicide, or conspiracy to commit homicide, etc. INVESTIGATOR'S confidentiality obligations under this AGREEMENT, as stated above, shall survive completion of the service or termination of this AGREEMENT.

8. DISCLAIMER OF GUARANTEE

8.1 INVESTIGATOR makes no promises, assurances or guarantees to CLIENT concerning the results of the services or this engagement, and nothing in this AGREEMENT or in any other oral or written communication between INVESTIGATOR and CLIENT shall be construed as such a promise, assurance, or guarantee.

9. VALIDITY AND TERMINATION

9.1 This AGREEMENT applies to the entire business relationship between CLIENT and INVESTIGATOR, without limitation from beginning to the termination of services, even if those services began prior to the signing of this AGREEMENT by CLIENT.

9.2 A copy or facsimile of this AGREEMENT shall be as valid as the original.

9.3 This AGREEMENT may be terminated at any time by either party, with or without cause, by giving written notice to the other party. Termination will be effective immediately upon receipt of that notice, but subject to the provisions hereof. Without limiting the generality of the foregoing, the termination of this AGREEMENT by either party will have no effect on the parties' responsibilities to indemnify and hold harmless relating to any work performed or in progress at the time of the termination.

10. NOTICES

10.1 Any notices required under this AGREEMENT may be sent by regular mail to CLIENT at: 620 Plaza Court, Laramie, WY 82070 unless a different address has been subsequently selected and written notice has been properly given to the other

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party.

11. ENFORCEABILITY / ENTIRE AGREEMENT

11.1 In the event that any provision of this AGREEMENT is held to be unenforceable or invalid, the validity or enforceability of the remaining provisions should not be affected. This AGREEMENT and the attachments hereto contain the entire agreement between INVESTIGATOR and CLIENT and cannot be modified except in a writing signed by both of the parties hereto.

12. ASSIGNMENT

12.1 This AGREEMENT may not be assigned by either party without the prior written consent of the other party.

13. GOVERNING LAW

13.1 The validity and interpretation of any of the terms or provisions of this AGREEMENT, or of the rights or duties of any of the parties under this AGREEMENT, will be governed by the laws of the State of Wyoming.

The undersigned do hereby declare that they fully understand and appreciate the meaning of this AGREEMENT and, by signing below, agree to be bound by those terms and conditions.

Executed on the date first written above.

CLIENT

INVESTIGATOR

By: _____

Its: _____ DARON L. WYATT (CA PI License 188923)

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RATE SHEET

Professional fees and expenses are billable for travel "portal-to-portal" from INVESTIGATOR's Laramie, Wyoming address, unless stated other.

Rates:

- Background Investigations with a projected turn-around of four weeks shall be billed at a flat-rate of \$1500. Mileage, postage, and normal expenses shall be the responsibility of the INVESTIGATOR, unless otherwise agreed. The flat-rate fee includes necessary meetings and conferences with City staff.
- Mileage will be billed at the current IRS rate of \$.655 per mile.
- Other Investigative Services \$125/hour
- In the event DLW Consulting & Investigations, LLC is required (by any party of the investigation) to provide testimony at a post-investigation hearing, deposition, or trial, the fee is \$200 per hour (four hours minimum) plus expenses. The client or the subject's counsel may place the investigator "on-call" for a trial, deposition or hearing. In that event, DLW Consulting & Investigations, LLC shall be compensated for four (4) hours per day at \$125.00 per hour for each of the days DLW Consulting & Investigations, LLC is directed to be "on-call."

INCIDENTAL EXPENSES: Incidental expenses, as described in Section 4.3 of the Agreement will be added for such incidentals as photocopies, facsimiles, cassette audio tapes, digital media storage, postage, overnight delivery, taxes, and communication charges **excluding flat-rate background investigations.**

Payments shall be made to INVESTIGATOR'S address as shown in the AGREEMENT to which this RATE SHEET is attached.

CLIENT

By: _____

Title: _____