

**ADDENDUM TO AGREEMENT WITH PROFIRST TRAINING AND CONSULTING,
LCC FOR PROFESSIONAL PUBLIC SAFETY PRE-EMPLOYMENT BACKGROUND
INVESTIGATIVE SERVICES**

Laramie County/ProFirst Training and Consulting, dba ProFirst Training

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and ProFirst Training and Consulting, d/b/a Profirst Training, 6339 Charlotte Pike, Suite 596, Nashville, TN 37209 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the proposal to assist Laramie County with background investigative services, attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement").

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR in accordance with the terms of this Addendum and Attachment 'A.' Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. MODIFICATIONS

A. Section 14, Indemnification, of the Agreement is stricken and replaced with the following:

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

- B. Section 31, Waiver of Jury Trial, of the Agreement is stricken and of no effect.
- C. Attachment B, Section C is hereby modified as follows: Terms will be net ~~30~~ **40** and no interest or late fees will be assessed by Investigators for up to 60 days.

V. ADDITIONAL PROVISIONS

1. Entire Agreement: The Agreement (15 pages) and Addendum (4 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

3. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

4. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

5. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

6. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

7. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

8. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the

negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

9. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

10. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

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INVESTIGATIVE SERVICES**

Laramie County/ProFirst Training and Consulting, dba ProFirst Training

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners


Date _____

ATTEST:


By: _____
Laramie County Clerk

Date _____

Vendor Name:

By:  _____ Date 1/25/22
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 1/26/22

**AGREEMENT WITH PROFIRST TRAINING AND CONSULTING, LLC FOR
PROFESSIONAL PUBLIC SAFETY PRE-EMPLOYMENT BACKGROUND
INVESTIGATIVE SERVICES**

This Agreement for Professional Investigative Services (this "Agreement") is effective February 1st, 2022 by and between the Laramie County Sheriff's Office, hereinafter referred to collectively and individually as "Sheriff's Office" and *ProFirst Training and Consulting, dba ProFirst Training* ("Investigators"). Sheriff's Office and Investigators are sometimes individually referred to as "Party," or collectively referred to as "Parties."

RECITALS

WHEREAS, the SHERIFF'S OFFICE desires to contract for professional investigative services; and WHEREAS, Investigators provide professional employment investigative services, and are particularly qualified to perform required services due to their specialized skill, legal knowledge and expertise; and

WHEREAS, SHERIFF'S OFFICE desires to retain Investigators' services (as needed basis) in connection with the scope of services provided herein.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Work:** The Scope of Work for this Agreement is attached hereto and incorporated herein by this reference as Attachment A.
2. **Compensation:** The compensation to be paid to Investigators for performing services in accordance with this Agreement is specified in Attachment B, which is attached hereto and incorporated herein by this reference and includes full compensation for providing all services performed under this Agreement. The approved flat rates set forth in this Agreement may not be amended or increased without approval of the SHERIFF'S OFFICE, Sheriff or designee.
3. **Invoicing/Payment:** All invoicing and payment for services performed under this Agreement shall be as specified in Attachment B hereto.
4. **Agreement Term:** The Term of this Agreement shall commence on the date of execution by SHERIFF'S OFFICE and shall continue on a "as needed basis" until completion of the specific matters upon which the services of the Investigators have been requested hereunder, or until five years. **Both parties reserve the right to terminate this contract at any time by written notice of intent to terminate.**

5. General Conflicts of Interest: The Investigators shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the Sheriff's Department. This obligation shall apply to the Investigators; the Investigators' employees, agents, and relatives; and third parties associated with accomplishing services hereunder. The Investigators' efforts shall include, but not be limited to establishing precautions to prevent their employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the Sheriff's Department. ProFirst Training's policy prohibits its employees from engaging in activities involving a conflict of interest. The Investigators shall not, during the period of this Agreement, employ or offer employment to any SHERIFF'S OFFICE employee for any purpose.

6. Confidentiality and Communication with Sheriff's Department: Investigators shall maintain the confidentiality of all information which they may acquire arising out of or connected with activities under this Agreement in accordance with all applicable Federal, State and SHERIFF'S OFFICE policies, regulations, ordinances and directives relating to confidentiality, including any Code of Professional Responsibility. Investigators shall inform all of their principals, employees and agents providing services hereunder of the confidentiality provisions of this Agreement.

Investigations are conducted at the direction of SHERIFF'S OFFICE Sheriff, or designee and are therefore deemed to be SHERIFF'S OFFICE work product. Any investigative materials, notes, audio or video recordings, documents, or reports created in the course of an investigation are deemed to be covered under privileged communication work-product doctrine.

Investigators recognize that their relationship with SHERIFF'S OFFICE and its agents and employees, officers and/or representatives is subject to applicable privilege and that any information acquired during the term of this Agreement from or through SHERIFF'S OFFICE is considered to be confidential and privileged. Investigators warrant that they shall not disclose or use in any manner whatsoever any of the information from SHERIFF'S OFFICE's officers, employees, and agents in connection with said relationships or proceedings. Investigators shall not, without specific direction from the SHERIFF'S OFFICE communicate with, advise, or represent SHERIFF'S OFFICE officers or employees. These confidentiality obligations shall survive this Agreement's termination or expiration.

The Sheriff's office agrees to maintain all investigative background reports as confidential and not accessible to the applicant, unless under court order and only after a motion to deny the applicant's request had been made.

7. Independent Contractors: Investigators shall be considered as independent contractors and neither Investigators, its employees nor anyone working under Investigators shall be considered an employee of SHERIFF'S OFFICE. Neither Investigators, their employees nor anyone working under Investigators shall qualify for workers' compensation or other fringe benefits of any kind through SHERIFF'S OFFICE.

8. Assignment or Sub-Contracting: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned or sub-contracted by Investigators without the express written consent of SHERIFF'S OFFICE. Any attempt by Investigators to assign or sub-contract the performance or any portion thereof of this Agreement without the expressed written consent of SHERIFF'S OFFICE shall be invalid and shall constitute a material breach of this Agreement.

9. Performance: Investigators shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to SHERIFF'S OFFICE's satisfaction. Investigators shall be responsible for the professional quality, technical assurance, WY POST compliance, timely completion and coordination of all documentation and other services performed by the Investigators under this Agreement. Investigators shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, materials, and supplies necessary therefore; shall at their sole expense obtain and maintain all permits and licenses required by public authorities, including those of SHERIFF'S OFFICE required in its governmental capacity, in connection with performance of the services; and, if permitted to subcontractors, shall be fully responsible for all work performed by subcontractors. Investigators services do not include a medical examination, polygraph, or psychiatric assessment; however, Investigators will make themselves available to assist with each of these steps.

10. Compliance with Laws: Investigators represent and warrant that services to be provided under this Agreement shall fully comply with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by SHERIFF'S OFFICE in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by SHERIFF'S OFFICE. Investigators acknowledge that SHERIFF'S OFFICE is relying on Investigators to ensure such compliance. Investigators agree that they shall defend, indemnify, and hold SHERIFF'S OFFICE harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

11. Investigators' Personnel: Investigators warrant that all Investigator's personnel engaged in the performance of work under this Agreement shall possess sufficient experience and/or education and the required licenses set forth herein in good standing to perform the services requested by the SHERIFF'S OFFICE. SHERIFF'S OFFICE expressly retains the right to have any of the Investigators' personnel removed from performing services under this Agreement to the SHERIFF'S OFFICE. All Investigators will be law enforcement, or retired law enforcement personnel and POST certified background investigators with at least 15 years of experience. All Investigators will also be subject matter experts in FCRA, ADA, Title VII and POST public safety background Investigations.

Investigator's Supervising Investigator for this Agreement shall be [John Pallas]. Investigators' Supervising Investigator shall have full authority to act for Investigators on all daily operational matters under this Agreement and shall serve as or designate lead investigator("Lead Investigator") for all activities performed under the scope of services described below. Any change in Investigators Supervising Investigator shall be first authorized in writing by SHERIFF'S OFFICE, Sheriff, or designee.

SHERIFF'S OFFICE designated authority under this Agreement shall be the SHERIFF'S OFFICE Hiring Specialist [Austin Holcomb] who shall have authority to act for SHERIFF'S OFFICE, within the scope of her authority, on all daily operational matters under this Agreement and shall review and approve all Investigators' reports, whether written or verbal, and any change in Investigators' work. Whenever SHERIFF'S OFFICE designates a new authority, the designee shall notify Investigators in writing.

12. Reports/Meetings: At the direction of SHERIFF'S OFFICE, Investigators shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Agreement. The SHERIFF'S OFFICE and the Investigators will meet on reasonable notice to discuss the Investigators performance and progress under this Agreement. If requested, the Investigators personnel shall attend all meetings in person or virtually. The Investigators shall provide such information that is requested by the SHERIFF'S OFFICE for the purpose of monitoring progress under this Agreement.

13. Patent/Copyright Materials/Proprietary Infringement: Investigators shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Investigators warrant that any materials and software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Investigators agree that, in accordance with the more specific requirement contained in the Indemnification section below, they shall indemnify, defend, and hold SHERIFF'S OFFICE Indemnitees (as defined below) harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

14. Indemnification: Each party shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized personnel acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Agreement shall be construed as an express or implied waiver by either party.

15. Insurance Provisions: Prior to the provision of services under this Agreement, Investigators agree to purchase all required insurance at Investigators' expense.

16. Title to Data: All materials, documents, data, or information obtained from the SHERIFF'S OFFICE or any SHERIFF'S OFFICE medium furnished to the Investigators in the performance of this Agreement will at all times remain the property of the SHERIFF'S OFFICE. Such data or information may not be used or copied for direct or indirect use by the Investigators after completion or termination of this Agreement without the express written consent of the SHERIFF'S OFFICE. All materials, documents, data, or information, including copies, must be returned to the SHERIFF'S OFFICE at the end of this Agreement.

Investigators will supply a secured online portal, developed for the sole use of the Sheriff's Department and for the purpose of processing applicant backgrounds. The online portal will be provided at no cost and will remain the property of the Investigators throughout this agreement. All applicant data and material provided by the Sheriff's Department will remain property of the Sheriff's department, as articulated in this agreement.

17. Records: The Investigators shall keep an accurate record of time and progress expended by Investigators and the subcontractors working for Investigators in the performance of this Agreement. Such record shall be available for periodic inspection by the SHERIFF'S OFFICE at reasonable times.

18. Audits/Inspections: The SHERIFF'S OFFICE reserves the right to audit and verify the Investigators records before final payment is made.

Investigators agree to maintain such records for possible audit for a minimum of one (1) years after final payment, unless a longer period of records retention is stipulated under this Agreement or by law.

Should the Investigators cease to exist as a legal entity, the Investigators' records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the SHERIFF'S OFFICE Counsel's Supervising Attorney.

19. Termination for SHERIFF'S OFFICE 's Convenience: Services performed under this Agreement may be terminated in whole or in part at any time the SHERIFF'S OFFICE deems termination of this Agreement to be in its best interests. Investigators also have the right to do the same. The SHERIFF'S OFFICE shall terminate services by delivering to Investigators a written Termination Notice specifying the extent to which services are terminated and the effective termination date. After receiving a Termination Notice and unless otherwise directed by SHERIFF'S OFFICE, Sheriff, Investigators shall:

- a) Take all necessary steps to stop services on the date and to the extent specified in the Termination Notice.
- b) Complete services not terminated by the Termination Notice.
- c) Complete and submit a written Closing Report within 30 days after the termination date, including a brief description of any outstanding legal issues or matters which are pending with Investigators (including a discussion of applicable law) a list and description of all scheduled meetings, court appearances or matters which Investigators were to attend and an assessment of the accomplishments of Investigators engagement.
- d) Submit final billing for terminated services no later than sixty (60) calendar days from the effective termination date. If Investigators fail to submit a final billing within the time allowed, SHERIFF'S OFFICE may determine, on the basis of information available to it, the amount, if any, due to Investigators. After SHERIFF'S OFFICE makes a determination, it shall pay Investigators that amount. SHERIFF'S OFFICE 's determination shall be final.
- e) Provide SHERIFF'S OFFICE with copies (electronic or hardcopies) of all files and work product for any matters in which Investigators were retained by SHERIFF'S OFFICE. This includes any computerized index, computer programs and document retrieval systems created or used for the matters.

20. Breach of Agreement: The failure of the Investigators to comply with any of the terms, provisions, covenants or conditions of this Agreement shall constitute a material breach of this Agreement. In such event the SHERIFF'S OFFICE may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

- a) Afford the Investigators written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Agreement within which to cure the breach; and/or
- b) Discontinue payment to the Investigators for and during the period in which the Investigators are in breach; and offset against any monies billed by the Investigators but yet unpaid by the SHERIFF'S OFFICE those monies disallowed pursuant to the above; and/or
- c) Terminate the Agreement immediately, without penalty to the SHERIFF'S OFFICE.

Consent to Breach Not Waiver: No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

21. Remedies Not Exclusive: The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either Party to any other remedies provided by law.

22. Notices: Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

23. Consulting Fees and/or Court Appearances. In the event the Sheriff's Office requires subject matter expert testimony, or witness testimony, from the Investigators and either requests and/or subpoenas the Investigators as a witness, the Sheriff's Office agrees to reimburse the Investigators for all travel expenses, per diem and court appearance hourly rate not to exceed \$480 per day.

All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Investigators: Name: ProFirst Training and Consulting, LLC

Address: 6339 Charlotte Pike Suite 596
Attn.: John Pallas
Title: Director
Phone: 888-477-2526
Fax: 888-477-2526
email: JPallas@ProFirstTraining.com

For Sheriff's Office: Name: Laramie County Sheriff's Office

Address: 1910 Pioneer Ave, Cheyenne, WY 82001
Attn.: Austin Holcomb
Title: Hiring Specialist / Laramie County Sheriff's Office
Phone: 307-6334735
Fax: 307-633-4735
email: aholcomb@laramiecounty.com

24. **Taxes:** Unless otherwise provided herein or by law, the compensation provided for herein includes Tennessee state sales or use tax applicable now or in the future unless business is being conducted with a tax-exempt entity.
25. **Change of Ownership:** Investigators agree that if there is a change or transfer in ownership of Investigators business prior to completion of this Agreement, the new owner(s) or successors to Investigators shall be required to provide documentation satisfactory to the Sheriff's Office that the new owner(s) or successor(s) have assumed and will assume Investigators' duties and obligations contained in this Agreement and that this Agreement constitutes a valid and fully binding agreement of such new owner(s) or successor(s).
26. **Publication:** No copies of schedules, written documents, and computer based data, photographs, maps or graphs, resulting from performance or prepared in connection with this Agreement, are to be released by Investigators and/or anyone acting under the supervision of Investigators to any person, partnership, company, corporation, or agency, without prior written approval by the SHERIFF'S OFFICE, except as necessary for the performance of the services of this Agreement.
27. **Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
28. **Severability:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
29. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
30. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
31. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and /or any other claim of injury or damage.
32. **Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties.

33. **Authority:** The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

SIGNATURES ON FOLLOWING PAGE

The Parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

Dated: []

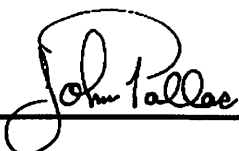
Laramie County Sheriff's Office
Authorized Signature

By: _____

Dated: [1/25/2022]

ProFirst Training and Consulting, LLC
John Pallas

By:
John Pallas

 _____

ATTACHMENT A
SCOPE OF SERVICES

1. Investigators shall do all work necessary to complete each assigned public safety pre-employment background investigation.

Pre-employment background investigation as described by the Contract above, including but not limited to interviewing witnesses, researching legal issues, preparing investigative summaries and final reports as required by The Wyoming Police Officers Standards and Training (POST). Such reports shall include a description of the investigative procedures used, a detailed summary of the evidence reviewed - including witness interviews - and supporting documentation. SHERIFF'S OFFICE shall provide the background report format to be used in order to remain consistent with all other agency background investigations on file with the department.

Investigators shall strive to complete each background investigation within a two to three week timeframe after assignment.

2. Investigators shall provide SHERIFF'S OFFICE with the necessary representation by staff qualified to perform work described above.
3. Investigators shall provide all investigative services requested by SHERIFF'S OFFICE within or reasonably related to the description of the Scope of Work.
4. Investigators shall meet with SHERIFF'S OFFICE representatives as requested by SHERIFF'S OFFICE, Sheriff or designee.
5. Investigators shall obtain written approval before initiating any pre-employment public safety background or follow-up investigation.
6. Investigators shall obtain SHERIFF'S OFFICE 's prior approval for travel outside the boundaries of: The State of Tennessee and/or The State of Wyoming.
7. Investigators shall consult with SHERIFF'S OFFICE on strategic and tactical decisions.
8. SHERIFF'S OFFICE shall provide Investigators with copies of all employment applications, NCIC printouts, DMV printouts (Driving and vehicle registered to) and any other returns from government databases required to conduct the applicant's pre-employment investigation.
9. Police officer background investigations will be conducted in accordance with WY POST guidelines as well as accepted best practices. The investigations will include but will not be limited to:

Applicant interview and review of PHS (Approximately 1.5 hours)
Employment Investigation- 10 years or further if necessary
 Interviews with previous employers / Co-workers
Lateral Applicants - Interview with HR and Professional Standards Unit
Military verification
Criminal History – NCIC / FBI/ DMV / Nationwide courts
Family members, and associates, investigation
Civil Courts - Nationwide search
POST verification
Child Protective Services check
Public Records – Nationwide search
 Property records
 Marriage / Divorce
 Licenses / Business / Liens / Foreclosures / Evictions
Insurance Claims – risk assessment databases
Credit and Financial Investigation
Social Media Investigations
Education- Review and verification of all education
Residence- Review and verification of all residence
 a. **Neighbor interviews**
 b. **Utilities verification**
 c. **Local police / sheriff records requests**
 CAD/Records
 d. **Utilities search**
House Check and neighbor interviews
 Spouse interview
 Interviews with roommates, others in home

ATTACHMENT B

COMPENSATION, INVOICING AND PAYMENT

FLAT RATE SCHEDULE:

FLAT RATE:

**PUBLIC SAFETY PRE-EMPLOYMENT
BACKGROUND INVESTIGATION:**

\$850.00*

NON-COMMISSIONED (INCLUDING CUSTODY OFFICERS) 50 HRS MAX **\$650.00***

EXPENSES:

FLAT RATE TRAVEL FEE -MAX

\$200

(Fee applied only if needed, and only one \$200 fee applied when working on multiple investigations simultaneously)

OTHER EXPENSES LIMITED TO BELOW LISTED

1. Reimbursable ordinary expenses shall include, if they are a reasonable and necessary incident and consequence of the assigned services authorized by SHERIFF'S OFFICE, for the following:

- a. Postage if overnight mailing requested by Sheriff's Office
- b. NCIC fees for records only available by hardcopy
- c. Document reproduction or information charged by applicant's current or prior employer. (Not to exceed \$25.00).
- d. Document reproduction - Other

***Not to exceed 50 investigative hours per background investigation.**

ATTACHMENT B - continued
COMPENSATION, INVOICING AND PAYMENT

BILLING AND PAYMENTS

- A.** Investigators shall submit billing after each background investigation has been completed. Multiple background investigations can be included on one invoice.

SHERIFF'S OFFICE will provide Investigators with the billing address and format to submit invoicing.

- B.** Each invoice statement shall be identified by a unique number and shall be itemized to include:

1. Background investigation – applicant's name / position
2. Who authorized work – name of SHERIFF'S OFFICE representative or PO number
3. Flat fee, Travel fee (if any) and other limited fees.

- C. PAYMENTS:** SHERIFF'S OFFICE shall make payment(s) for services under this agreement in arrears based on work performed on the itemized billing statement. SHERIFF'S OFFICE shall make its best effort to process payments promptly after receiving Investigators' billing statement. Terms will be net 30 and no interest or late fees will be assessed by Investigators for up to 60 days.