

Contract #: 257927

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Department: Wyoming Attorney General, Division of Criminal Investigation

WYOMING ATTORNEY
GENERAL'S OFFICE

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AUG 25 2026

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Tyler M. Renner
APPROVED AS TO FORM

Client Comments: This was drafted using 252234 as a template. Lander PD will be replaced Riverton PD. The agreement with Riverton PD will no longer be valid once this agreement is signed.

Contractor/Vendor Name: Lander Police Department

Contract Title: Lander PD GF TFO

Contract Type: General Services - State Funds

Contract Amount: 60000.0000

Contract Effective Date:

Contract Expiration Date: 7/31/2027 12:00:00 AM

Status: Attorney Review Complete

RETURN VIA: Ink Signature - Inter-agency Mail

Assigned Attorney: Tyler Renner

**CONTRACT BETWEEN
STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL, DIVISION OF
CRIMINAL INVESTIGATION AND
LANDER POLICE DEPARTMENT**

1. **Parties.** The parties to this Contract are State of Wyoming, Office of the Attorney General, Division of Criminal Investigation (Agency), whose address is: 208 South College Drive, Cheyenne, WY 82007, and Lander Police Department (Contractor), whose address is: 240 Lincoln Street, Lander, WY 82520.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall cooperate as members of the Enforcement Team(s) to identify drug offenders, make undercover purchases, develop conspiracy cases against major drug traffickers, as well as to investigate other violations as needed.
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The Performance Period for this Contract is from when the Contractor initially assigns a Task Force Officer(s) (TFO) to the Agency, until the Contractor or Agency terminates this Contract. This twelve (12) month cycle is specific to a sixty-thousand-dollar (\$60,000.00) cap for reimbursement for the TFO's regular pay, and associated FICA, Medicare, Workers' Compensation, Unemployment Insurance, and retirement benefits, as indicated in the table below. All overtime pay and associated FICA, Medicare, Worker's Compensation, Unemployment Insurance, and Retirement benefits will be reimbursed at one hundred percent (100%).

This Contract may be extended multiple times by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. **Payment.**

- A. The Agency agrees to pay the Contractor for the services covered in this Contract. Section 5 below. Task Force Officer Compensation will be reimbursed as follows:

NOTE: Definition of reimbursable amounts

Annual reimbursement for each TFO's regular payroll, FICA, Medicare, Workers' Comp, Unemployment Insurance & Retirement, Paid by Agency:

TOTALS

\$60,000

Overtime reimbursement for DCI overtime, plus applicable FICA, Medicare, Workers' Compensation, Unemployment Insurance and Retirement:

No Limits

- B.** The Contractor shall submit a payroll processing calendar identifying time sheet cutoff dates for both regular and overtime payments being billed to the Agency. Payroll, payroll taxes, and overtime, if any, shall be submitted monthly via a Standard Excel Billing Template Spreadsheet that will be provided by the Agency. The billings must include a copy from the Contractor's payroll system (payroll journal summary, verification documents), and signed Agency TFO(s) timesheets, verifying all calculations of regular and overtime pay which coincide with the Contractor's payroll processing calendar. The TFO(s) will work a regular Monday through Friday, 8:00 am to 5:00 pm work week for the Agency. The TFO(s) will also work any assigned hours beyond the above regular schedule deemed necessary by the Team Leader and/or Commander to accomplish investigative goals as it relates to Agency cases. Additional hours worked will be defined by the Team Leader and/or Commander and will be processed as additional pay based on the Contractor's payroll schedule policy and procedures. Agency may not reimburse any working hours that the Contractor assigns to the TFO that are not preapproved. The Contractor will send all billings monthly to:

Wyoming Division of Criminal Investigation
Attn: Fiscal Department
320 West 25th Street, Suite 109
Cheyenne, WY 82002
307-777-7805

Any charges not submitted to the Agency for reimbursement within the stated timelines may become the sole responsibility of the Contractor.

- C.** No payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
- D.** When the TFO is working on an investigation that requires travel, the TFO shall be reimbursed at the rates set out in Wyo. Stats. §§ 9-3-102 and 9-3-103. Reimbursement is only available when investigation work specifically requires travel.

5. Responsibilities of Contractor and Purpose of the Regional Enforcement Teams.

A. **Purpose.** The goal of the Regional Enforcement Teams is to enhance, through jointly controlled operations, the ability of federal, state, and local criminal justice agencies to remove specifically targeted violent street dealers and major drug traffickers through investigations, arrest, prosecution, and conviction of violent drug trafficking organizations. The teams will coordinate multi-jurisdictional activities, resources, and functions of law enforcement and prosecution agencies, in the successful investigation and prosecution of complex, multi-jurisdictional crimes and their perpetrators.

B. **Objectives.**

- (i) Investigation, prosecution, and conviction of multi-jurisdictional drug traffickers, conspirators, and violent offenders.
- (ii) Investigation, prosecution, and conviction of drug traffickers, organizations, conspirators, and violent offenders.
- (iii) Reduction of fractional, duplicative investigations and prosecutions by avoiding conflicting agencies.

C. **Responsibilities.**

- (i) The Contractor will have one (1) dedicated TFO assigned to the North West Enforcement Team (NWET).

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Contractor in accordance with Section 4 above.

7. **Agreement Between the Parties.**

- A. The Agency will assign a Team Leader to each Regional Drug Enforcement Team. The Team Leader will report to his/her supervisor at the Agency. The Team Leader, or his/her designee, i.e. of a satellite office, is the first line supervisor of the team. The Team Leader is responsible for day-to-day operations, case investigations, work assignments, case reports, performance ratings of team members, time sheets, overtime approval, financial expenditures and other duties as assigned.
- B. The Team Leader and/or the Commander will communicate with the TFOs home agency as necessary about the relevant enforcement teams activities within the enforcement team's area of responsibility.
- C. Only POST-Certified Peace Officer(s), with at least two (2) years of law enforcement experience, may serve as a TFO on a Regional Enforcement Team.

The Agency will assist in the TFO selection process by interviewing TFO candidates and reviewing their qualifications. The Agency has the right to reject TFO candidates who, in the opinion of the DCI Director or his designee, are not well-suited to participate on a Drug Enforcement Team. Once assigned, the TFO is expected to serve in that capacity for at least two (2) years unless he or she ceases to be employed by the Contractor, or the Agency determines that he or she should cease to serve as a TFO. When the TFO ceases to serve as a TFO, the Contractor may designate another Officer or Deputy as a TFO, pursuant to the process outlined above.

- D.** The Agency and/or the Contractor will provide office space and a vehicle as well as supplies and equipment required for the position. The TFO(s) will return all equipment that is provided by the Agency to the Agency.
- E.** The Agency is responsible for all insurance coverage on the assigned TFO vehicles, and will provide full insurance coverage for an assigned TFO vehicle through the State of Wyoming, Department of Administration & Information, General Services Division, Risk Management Section. The TFO(s) will be responsible to adhere to the State of Wyoming Vehicle Use Policies and Procedures, incorporated by reference. The Risk Management Section deems that windshield replacement for the TFO Vehicle, for any reason, is the responsibility of the Agency. The Agency will provide fuel as well as routine vehicle maintenance and repairs, including oil changes, lubrication, and tires for the TFO(s) vehicle, and will cover costs associated with installation of emergency and communication equipment. The TFO(s) is responsible for printing their name, as well as the assigned vehicle number, on all invoices for repairs and maintenance to the TFO(s) vehicle and forwarding this information to DCI Headquarters in Cheyenne, attention Fiscal Office. If the TFO(s) is replaced on the Drug Enforcement Team by another Officer or Deputy from the Contractor, the Agency will assign the TFO(s) vehicle to that Officer or Deputy. If the assigned TFO(s) leaves the Drug Enforcement Team and is not replaced by another Officer or Deputy from the Contractor, the Contractor will return the assigned vehicle to the designated Team office. The Agency will reassign or replace TFO(s) vehicles as it deems appropriate.
- F.** The TFO(s) shall adhere to the following rules and policies established by the State of Wyoming: Personnel Rules, Substance Abuse, Code of Ethics, Workplace Violence, Anti-Discrimination, Internet Acceptable Use, and E-Mail Management, all of which are incorporated by reference. The TFO(s) will also complete the State of Wyoming Defensive Driving Program and adhere to the Agency's policies and procedures. If there is a rule, policy or procedure violation, the Agency will notify the Contractor of the violation. It is further understood and agreed by the Parties that the TFO(s) remains an employee of the Contractor and is not an employee of the State of Wyoming. The TFO(s) will also perform DCI firearms training and qualifications per DCI Policies.

- G. Unless exigent circumstances exist, case work outside of each Enforcement Team region required prior Agency approval. Any travel by the TFO(s) that is required outside the State of Wyoming must have prior approval by the DCI Team Leader and Commander.
- H. The Agency will provide Agent(s) to serve on the Task Force who are POST- certified and experienced in drug enforcement. The Agency will attempt to provide a POST- certified, forty (40) hour DCI Drug Investigation/Enforcement School for the TFO at the Agency's discretion. The Agency may also provide additional training that is relevant to the TFO's assignment to the Enforcement Team. Costs of training that is not specific to the objectives of the Enforcement Team may be the sole responsibility of the Contractor.
- I. If the Contractor requests forfeiture of assets seized without the participation of DCI Enforcement Team the DCI Director or his designee will determine whether the Contractor will proceed with forfeiture. All forfeiture proceedings must follow DCI policy. The Contractor shall have control of the forfeiture process and the authority to negotiate and settle the case.
- J. The designated Team Leader of the Enforcement Team will periodically inform his/her supervisors and the head of the Contractor of the TFO's performance and progress. In the event of a commendation or disciplinary action, the Team Leader will notify his or her supervisor and the head of the Contractor.
- K. Press releases shall be a cooperative effort between the Agency and the Contractor. Each party shall keep the other party informed to the best of its ability, under the circumstances. The Team Leader shall provide the head of the Contractor with the necessary information to issue a press release. The Agency and the Contractor shall coordinate the timing of the press release following an arrest or operation. However, information about investigations that are sensitive in nature will be released to the press only at the discretion of the DCI Director. The press release may include the names and ages of persons involved, type and amount of drugs, seizures, forfeitures, and length of investigation.
- L. In the event the Contractor's policies or procedures conflict with those of the Agency's, the Agency's current policies and procedures will take precedent while the TFO remains assigned to the Drug Enforcement Team.
- M. Nothing contained herein alters, extends, or modifies the Peace Officer Liability coverage provided by the State Self-Insurance Program pursuant to Wyo. Stat. §1-41-103 and related case law.

8. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Contract.** This Contract, consisting of ten (10) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- K. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the

State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.

- O. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- P. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- Q. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the Agency.
- T. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

- U. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- W. **Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. **Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- Y. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- Z. **Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- AA. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- BB. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. **Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be

followed up immediately by delivery of the originally signed counterpart to the Agency.

9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:

STATE OF WYOMING, OFFICE OF THE ATTORNEY GENERAL,
DIVISION OF CRIMINAL INVESTIGATION

Robert R. Jones, Director

Date

CONTRACTOR:

LANDER POLICE DEPARTMENT

Kelly Waugh, Chief of Police

Date

Missy White, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #257927
Tyler M. Renner, Supervising Attorney General

08-25-2026
Date