



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 5/11/22	Department: Police
Meeting Date: 5/17/22	Department Head: Tom Jarvie
	Presenter: Tom Jarvie

Subject:

Consideration of Consulting Agreement with Daigle Law Group LLC

Background/Alternatives:

The Police Department Policy Manual needs a complete re-write. The original document was created prior to 1991 and has had many amendments since that time. This has created a patch work appearing document that is difficult to research and utilize in training officers.

Eric Daigle is a former police officer who is now a practicing attorney specializing in law enforcement related legal issues through his company, Daigle Law Group. Daigle Law Group offers a policy development service and ties the developed policy with a program that allows tracking of changes and documentation of training over time

The proposed agreement would enable the police department to begin this process. It is expected that utilizing this expertise will result in a better product and will reduce the time in policy writing by working with proven templates and a legal expert versed in this arena. The fee for service will be \$200 per hour and the project is expected to cost approximately \$20,000. Funds have been transferred from the police department seizure fund to cover this expense.

Attachments:

The proposed agreement is attached

Fiscal Impact:

One-time cost of approximately \$20,000 with ongoing software costs of \$3200 annually if we maintain the digital tracking program

Staff Impact:

Police Administration will invest many hours working on this project, but likely much less than would otherwise be needed. The project will result in better training thus reducing risk of litigation.

Legal Review:

City Attorney West proposed changes to the original agreement which have been incorporated into this draft. Final Approval is pending.

Suggested Motion:

I move to approve the Agreement to Provide Services with Daigle Law Group, LLC and authorize Mayor Rust to sign the agreement upon legal approval.



AGREEMENT TO PROVIDE SERVICES

This Agreement, dated May __, 2022 is made between the AGENCY,

Green River Police Department
375 W. Flaming Gorge Way
Green River, WY 82935

referred to as the "Agency" or "You", and **Daigle Law Group, LLC** "DLG", whose address is: 960 South Main Street, Plantsville CT, 06479, referred to as the "Law Firm."

1. **SERVICES TO BE PROVIDED.** You agree that Attorney Eric P. Daigle, the Law Firm and its contractors will conduct Consulting Services for the Green River Police Department as outlined in the proposal sent.

The scope of the work includes: Review and analyze the current and selected policy and procedures in operation at the Green River WY Police Department. Development of policies and procedures that meet common practice in the industry, accreditation standards and national and state legal standards.

2. **ADDITIONAL LEGAL SERVICES.** If you need any other services which may or may not be related to the above matter, you and the Law Firm may make a new agreement to provide the other services.

3. **FEES.** The Law Firm cannot predict or guarantee the final amount of the bill. The final amount will depend on the total amount of time required to develop, review and implement new policies and procedures.

A. **INITIAL PAYMENT.** No initial payment is required.

B. **HOURLY RATE.** You agree to pay the Law Firm for consulting services at the rate of \$200.00 per hour.

C. **ALL SERVICES WILL BE BILLED.** You will be billed at the hourly rates set forth in paragraph 3B for all services rendered. These services include: review, developing, drafting policies and procedures. Also, telephone calls, reviewing documents, analysis of information, participate in conferences, as well as any other service relating to this matter.

D. **COSTS AND EXPENSES.** In addition to fees, you must pay the all reasonable costs and expenses directly related to the policy development and consultant services described in section 1 above.

4. TERMINATION. You have the right to terminate services at any time by delivering a signed letter notifying DLG of the termination of our relationship.
5. NO GUARANTEE. The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you.
6. YOUR RESPONSIBILITY. You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement
7. PRIVACY POLICY. DLG will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. Agency acknowledges that DLG may provide view-only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and DLG does not warrant or guaranty that information Agency transmits utilizing the DLG system or online platform is 100% secure.
8. POLICY ADOPTION. Agency hereby acknowledges and agrees that any and all policies included in the Material provided by DLG have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither DLG nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy.
9. INDEMNIFICATION. In developing the policies, DLG has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Materials are provided to Agency. While DLG has made such a good faith effort, Agency acknowledges and agrees that DLG will have no liability to arising from or related to the Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Materials. Any and all claims will be addressed pursuant to the Wyoming Government Claims act.
10. LIMITATION OF LIABILITY. DLG's cumulative liability to Agency for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, or the use of any Materials shall not exceed the fees actually paid to DLG under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall DLG be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if DLG has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. MISCELLANEOUS.

A. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Wyoming without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

B. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by DLG, and shall not be considered binding on DLG unless specifically agreed to in writing by it.

C. Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

E. Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

F. Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

G. General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

H. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these



General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

I. Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

J. Waiver. DLG's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy

End of General Terms and Conditions

SIGNATURES. You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

By: _____
ATTORNEY: Eric P. Daigle
Date:

CLIENT:
Date: