



NOTICE OF WORK SESSION

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona will hold a Work Session meeting at 6:30 p.m. Wednesday, July 1, 2015. The meeting will take place at the City Council Chambers, located at 1090 East Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 East Union Street, San Luis, Arizona 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS APPROVED BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

De acuerdo a la Seccion 38-431.01 de los Estatutos Revisados del Estado de Arizona, se le informa a los Miembros del Cabildo y al publico en general que el Alcalde y el Concilio de San Luis, Arizona, tendran una Sesion de Trabajo a las 6:30 p.m. el dia Miercoles, Julio 1 del 2015. La junta se llevara a cabo en la Sala del Cabildo, ubicado en el 1090 East Union Street, San Luis, Arizona, 85349, el publico esta cordialmente invitado.

De acuerdo con el Acta de Americanos con discapacidades y la Seccion 504 del Acta de Rehabilitacion del 1973, la Ciudad de San Luis no discrimina por causa de discapacidad la admision y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para mas informacion referente a derechos y provisiones del Acta de Americanos con discapacidades o Seccion 504, o para solicitar adaptaciones que sean razonables para la participacion en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Seccion 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 1090 East Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento antes que el Estado o alguna subdivision politica grabe a un menor de edad, ya sea en audio o video. Las juntas del Concilio se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden solicitar por escrito con la Secretaria de la Ciudad a tal grabacion, o tomar accion personal para asegurarse que su hijo/hija menor no este presente cuando la grabacion se lleve a cabo. Si un menor de edad esta presente en el momento de la grabacion, la Ciudad asumira que los padres de familia estan cediendo los derechos sobre una posible grabacion de acuerdo con el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES APROBADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Work Session
San Luis City Council
San Luis Council Chambers
1090 East Union Street
July 1, 2015
6:30 P.M.

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION

1. CALL TO ORDER/ROLL CALL

2. AGENDA ITEMS:

2. 1. Discussion on any and all matters regarding an update on the proposed recreational complex. **(Jenny Torres/Chris Kasid)**

2. 2. Discussion on any and all matters regarding authorization to partner with Lexipol to update our policies and procedures manual for the San Luis Police Department. **(Acting Chief of Police Victor Figueroa)**

3. DISCUSSION ITEMS:

3. 1. Discussion on any and all matters regarding Main Street issues. **(Mayor G. Sanchez)**

3. 2. Update on any and all matters regarding "hot" water issues. **(Mayor G. Sanchez)**

3. 3. Discussion on any and all matters regarding the position of Vice Mayor. **(Mayor G. Sanchez)**

4. ADJOURNMENT

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL PUBLIC WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

City Council Work Session

2. 1.

Meeting Date: 07/01/2015

Department Head: Jenny Torres, Community Development Director, Community Development Department

Submitted By: Dania Castillo, Economic Development Assistant, Community Development Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding an update on the proposed recreational complex. **(Jenny Torres/Chris Kasid)**

SUMMARY:

Update will provide a cost comparison between State Land Department, Bureau of Land Management, and an Intergovernmental Agreement with the San Luis High School.

RECOMMENDATION / SUGGESTED MOTION:

NO MOTION, DISCUSSION ONLY.

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: 0

TOTAL: 0

BUDGETED: 0

AVAILABLE TO TRANSFER: 0

ACCOUNT #/REMAINING BALANCE: 0

FISCAL IMPACT STATEMENT:

N/A

Attachments

Recreational Complex

State Land Department: North east corner of 4th Avenue and Union Street (18.5 acres)

Bureau of Land Management: North east corner of 8th Avenue (34.4 acres)

San Luis High School: 1250 N. 8th Avenue (44.5 acres)

	<u>State Land Department</u>	<u>Bureau of Land Management</u>	<u>SL High School (IGA)</u>
<u>COST</u>			
Land	\$133,200 per year(L)/ \$274,725 - \$1.7m (P)	\$0	\$0
Process	\$20,000	\$200	\$0
Design/Engineering	\$200,000	\$200,000	\$50,000
Infrastructure	\$12.9 million	\$14 million	\$1 million (lighting)/ \$600,000 (future infras.)
Maintenance	\$300,000 per year	\$300,000 per year	\$300,000 per year
Time Frame	Process (1year)	Process (1 year)	Process (6 months)

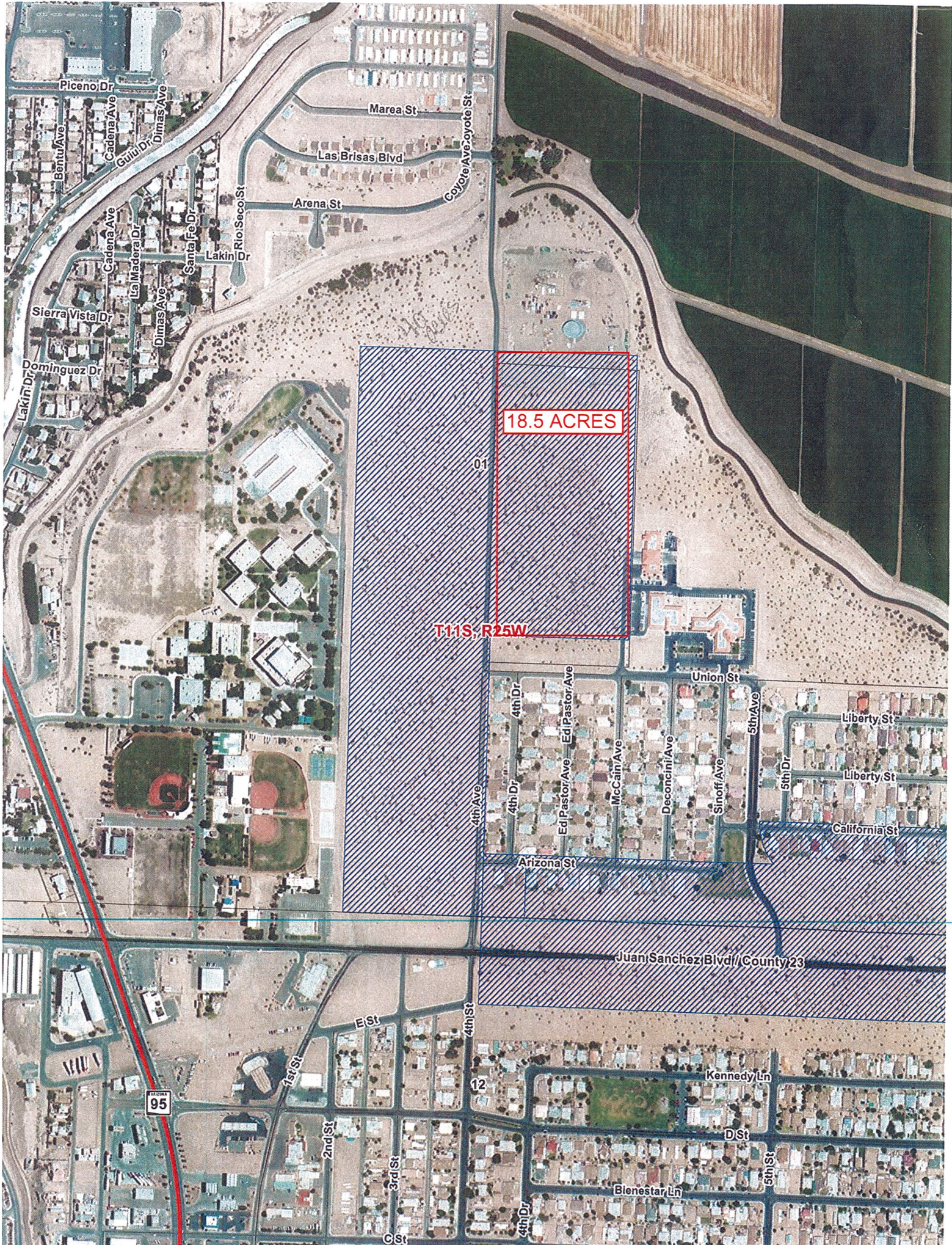
An intergovernmental agreement with the high school is the fastest and least expensive route for a sports complex. The fields, utilities and other infrastructure are at the site. Lighting, field improvements, restrooms, parking and security are infrastructure that would need to be established for city use. The project could be phased as follow:

Phase I-\$320,000 lighting for two softball fields (paid by city)

Phase II-\$1 million lighting and other improvements (paid by school through bond)

\$300,000 for personnel, material and equipment to maintain the fields.

Phase III-Funding from both entities for future improvements (parking, restrooms, etc.).



18.5 ACRES

T11S, R25W

01

4th Ave

4th Dr

Ed Pastor Ave

Ed Pastor Ave

McCain Ave

Deconcini Ave

Sinoff Ave

5th Ave

Union St

Liberty St

Liberty St

Liberty St

California St

4th Dr

Ed Pastor Ave

McCain Ave

Deconcini Ave

Sinoff Ave

5th Ave

5th Dr

Arizona St

Juan Sanchez Blvd / County 23

E St

4th St

1st St

2nd St

3rd St

C St

4th Dr

Kennedy Ln

D St

Bienestar Ln

95

12



Location Map

 AREA OF INTEREST

Date:
6/24/2015

Checked By:



Prepared By:
IG

Revised :

Case No.:



AGENDA ITEM REVIEW FORM

City Council Work Session

2. 2.

Meeting Date: 07/01/2015

Department Head: Victor Figueroa, Acting Chief of Police, Police Department

Submitted By: Andrea Moreno, Police Administrator, Police Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding authorization to partner with Lexipol to update our policies and procedures manual for the San Luis Police Department. **(Acting Chief of Police Victor Figueroa)**

SUMMARY:

Currently the San Luis Police Department is going based on a policies and procedures manual outdated from 2007. Since then, the policies and procedures manual has not been updated to current laws, regulations and additional services our department has acquired. As time progresses and as our city and our own department continues to grow, new and best practices and procedures are needed to be in compliance and reduce risk & liability.

Lexipol is America's leading provider of policy management resources for law enforcement agencies. It also provides state-specific, Public Safety policy content and integrated policy training. Lexipol offers comprehensive, defensible policies written by legal and public safety professionals. Lexipol offers approximately 150 policies based on federal standards and state statutes and case law, regulatory actions, and law enforcement best practices. The San Luis Police Department would be able to customize this content to reflect the department needs, mission and goals.

Lexipol has proven that their policy and training solutions have helped public safety agencies across the country reduce risk and avoid litigation. Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that will support our department with:

- policies that reflect up-to-date, applicable industry standards and best practices
- customized content for the State of Arizona
- daily scenario-based training that reinforces agency approved policies and procedures
- regular updates to agency policies and procedures as statutes, case law, and regulations change.

The San Luis Police Department is requesting authorization to partner with Lexipol. The purchase of this service is a budgeted item for FY15-16 for the first year subscription fee in the amount of \$8,800 (*This fee includes all development tools, policy updates, daily training bulletins, Lexipol forum*).

Services included in the Lexipol Policy Manual and Daily Training Bulletin annual subscription:

- Lexipol Arizona Law Enforcement Policy Manual (150+ policies), accessed through Lexipol's web-based Knowledge Management System (KMS)
- editing and customization tools
- regular policy updates in response to legislative mandates, case law and evolution in best practices
- daily Training Bulletins
- archiving and reporting capabilities
- accreditation feature
- training and customer service support
- Lexipol Forum

The San Luis Police Department is in need of an up to date policies and procedures manual. Lexipol will not only offer current laws, best practices and what best suites our department needs but with the yearly fee after the first year of \$7,300, it will offer to keep the department up to date in any changes in laws and offer daily training bulletins for the SLPD staff.

RECOMMENDATION / SUGGESTED MOTION:

No motion, this is a discussion item only.

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City\$8,800/\$0/\$0

TOTAL: \$8,800

BUDGETED: YES

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

Item budgeted in SLPD's general fund account contractual services for FY 15-16.

Attachments

Lexipol Proposal

Advantage Package

sole source letter

subscription agreement

data stat sheet

Lexipol Manual Sample

Lexipol

PREDICTABLE IS PREVENTABLE®

ARIZONA LAW ENFORCEMENT POLICY MANUAL & DAILY TRAINING BULLETINS

Presented to:

SAN LUIS POLICE DEPARTMENT

Lexipol
6B Liberty, Suite 200
Aliso Viejo, California 92656
949.484.4444
www.lexipol.com

Jeff Daniel
Territory Manager
949-313-6546
jdaniel@lexipol.com



May 29, 2015

Lieutenant Victor Figueroa
San Luis Police Department
1030 East Union Street
San Luis, AZ 85349

Lieutenant Figueroa,

Thank you for the opportunity to propose our Law Enforcement Policy Manual and integrated Daily Training Bulletin service to your department. Our goal is to help our clients successfully face the evolving challenges in the world of public safety. Lexipol provides clear benefits in terms of managing, disseminating and archiving your agency's policies and training records. Agencies that adopt our policy subscription service have clear, effective policy manuals that reflect the true values and policing philosophy of their agency.

Lexipol is uniquely qualified to provide our Policy Manual and Daily Training Bulletin service to your agency. Since 2003, our proven policy and training solutions have helped public safety agencies across the country reduce risk and avoid litigation. Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that will support your department with:

- Policies that reflect up-to-date, applicable industry standards and best practices;
- Customized content for the state of **Arizona**;
- Daily scenario-based training that reinforces agency approved policies and procedures;
- Regular updates to agency policies and procedures as statutes, case law, and regulations change.

Thank you again for your interest in Lexipol.

Sincerely,

LEXIPOL, LLC

Jeff Daniel
Territory Manager
949.313.6546

LEXIPOL OVERVIEW

Policy Manual Development: Lexipol has created policy content that is specific to federal and to **Arizona** state law. This “master” content can then be customized by your agency. Your agency is prompted through interactive online software to develop policies standardized with regulatory requirements yet customized to the agency’s unique mission, philosophy and resource availability. The proprietary software allows efficient and accurate generation of a draft version of the manual from an online questionnaire.

Daily Training Bulletin Component: The training component consists of Lexipol’s Daily Training Bulletins. These give your department the ability to train and test employees on its policies and procedures. The DTBs consist of a brief scenario illustrating realistic circumstances officers typically encounter. Each scenario is linked to a policy, which puts the policy in an operational context and helps sworn personnel understand why the policy exists and how it applies to their daily tasks. The DTB system includes a brief test, which the officer must pass to be credited with the DTB training. Your policy administrator will receive DTB packages (via email) monthly, with each bulletin linked to a current policy. Your agency will also have the ability to create their own customized DTBs in the Lexipol system as you identify areas that require additional training.

Lexipol’s DTB training component allows you to track its training by officer, topic or policy. This information is archived electronically and can be produced immediately for current reports, or retrieved years later, thereby providing significant litigation and administrative support.

Unique Qualifications: Lexipol has established a unique set of risk management tools for public safety agencies by integrating agency-specific, customized policy manuals with the Daily Training Bulletin service. The Lexipol policy and training system has helped public safety agencies throughout **Arizona** and the country, reduce risk and stay ahead of litigation trends, while at the same time communicating clear and concise policy guidance to their employees.

Proprietary System and Tools: Approximately 150 policies based on federal standards and state statutes and case law, regulatory actions, and law enforcement best practices are available with our intuitive tool set. Your agency has full editing capability to customize the manual to reflect your agency’s mission and philosophy. Our color-coded key reflects the origin of the content and its relative importance. The final product, which is not color-coded, is a professional, well organized, easy-to-read manual online in Lexipol’s Knowledge Management System and in hard copy. **There is no other system in the nation that incorporates all of these features at affordable annual subscription rates.**



Updates: Lexipol provides regular updates in response to legislative mandates, case law and evolution in best practices. We also provide client alerts in response to precedent-setting court decisions or events that call for immediate changes to policy. **These updates can be customized by your agency to reflect your agency’s mission and philosophy.**

Adaptability: Our clients range from one to 3,500 sworn personnel and include municipal police departments, county sheriff offices, county district attorney offices, port police, probation departments, school district and university police, tribal police, state regulatory, fire and law enforcement agencies, federal agencies and military agencies.

Scale: Over 1,800 public safety organizations representing more than 100,000 law enforcement and fire personnel in 20 states use the Lexipol system. Our subscriber base is one of the largest private networks of public safety policy collaborators in the nation.

Archiving: Each version of your manual is archived on the Lexipol system. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

Cost Effective Development: Most small to mid-sized agencies assign one officer to update and maintain their policy manual, which can consume 50% to 80% of the officer’s time.

A typical officer does not have the experience or resources to translate statutes, case law and emerging trends into usable, defensible policy in patrol, investigations, traffic, property, custody or personnel. At Lexipol we proactively do this work for you, typically at less than 5% of the cost of an officer.

Ready Access: Many agencies describe their pre-Lexipol policy system as convoluted, reactive and not serving the agency well. Their employees have trouble accessing the policy system because the documents are contained in disparate silos of information.

Policy Training: The integrated Daily Training Bulletin component is a customized, scenario-based daily training program that links directly to the policy manuals. The Daily Training Bulletin program is standardized, verifiable, realistic, and ongoing training that links directly to your policy manual. Archiving of training records provides verifiable evidence of achieving specific learning objects.

Accreditation Feature: The Lexipol system is an excellent complement to those agencies seeking to obtain or maintain accreditation. The Lexipol system addresses the vast majority of accreditation requirements, but maintains flexibility with its customization features in order to stay current with court decisions and agency-specific changes.

Lexipol has a unique *accreditation feature* – a specialized system which allows mapping specific accreditation requirements within Lexipol policy sections and subsections. Agencies seeking to meet accreditation requirements simply activate this feature, and are able to add any accreditation standard that applies to that section. When used in conjunction with Lexipol’s easy-to-use editing tools, agencies can update policies to meet accreditation standards at their discretion.

Lexipol’s accreditation feature also aids in making the accreditation process easier with its reporting abilities. Reports can be quickly and accurately created to reflect current policy compliance with specified accreditation standards.

Training Support: Your assigned policy administrators may attend any and all online training sessions (which can be repeated as many times as necessary):

1. Knowledge Management System (KMS) Training – which is your portal for policy editing and development and
2. Project Management session – which will introduce your Policy Manager to the Lexipol Electronic Client Toolkit (ECT) and the Project Management Guide (PMG).

Our Project Management Guide and Electronic Toolkit are included in the Lexipol subscription fee, and will aid your agency in completing your manual in a timely fashion. Our Project Management Guide provides tips and guidelines on how to achieve this goal. The Electronic Toolkit contains a couple of “best practices” examples that may give your agency some ideas as to how others have implemented the manual.

Our Program Development and Customer Service teams are also available throughout the development process to provide guidance and answer questions.



Proposal 2015
SAN LUIS POLICE DEPARTMENT
Law Enforcement Policy Manual & Daily Training Bulletins
Based on 35 full-time/sworn personnel

Year 1

1st Year Subscription Fee - \$8,800 *(This fee includes all development tools, policy updates, Daily Training Bulletins, Lexipol Forum)*

Year 2 (to be billed annually beginning Year 2)

Annual Update Fee - \$7,300 *(Billed Year 2 – This fee includes all development tools, policy updates, Daily Training Bulletins, Lexipol Forum)*

Services included in the Lexipol Policy Manual and Daily Training Bulletin annual subscription:

- Lexipol **Arizona Law Enforcement Policy Manual** (150+ policies), accessed through Lexipol's web-based Knowledge Management System (KMS);
- Editing and customization tools;
- Regular policy updates in response to legislative mandates, case law and evolution in best practices;
- Daily Training Bulletins;
- Archiving and reporting capabilities;
- Accreditation feature;
- Training and customer service support;
- Lexipol Forum

ADDITIONAL SERVICES

Lexipol offers the following optional expanded services to assist your department with implementing and managing your Lexipol Policy Manual:

Supplemental Publication Service (Optional)

This service allows your organization to electronically link department-specific procedural content to your policy manual in Lexipol's KMS4 platform. Additional non-policy content can include such items as SOGs, SOPs, General Orders, Procedural Content, etc.

Daily Training Bulletin Management (Optional)

Lexipol can manage your entire DTB program to take some of the workload off of your staff. Our specialists are trained in the DTB authoring process and understand how to maximize the value and applicability of the DTBs to your department.

Policy Manual Update Administration (Optional)

Lexipol can handle all aspects of policy updates for your subscribed policy manuals (up to final approval) allowing you more time to focus on the needs of your department. Lexipol's process allows our specialists to maintain a deep knowledge of your specific manual(s), ensuring that all updates are properly integrated with your unique, customized policy manual.

Implementation Services (Optional)

Lexipol offers customized start-to-finish project management from a dedicated member of our team. Regardless of your needs, budget or timeline, Lexipol has flexible implementation solutions to meet your organization's unique needs.

Please inquire if you would like more information, including a price quote, for these additional services.



The Lexipol Advantage

Law Enforcement

Predictable is Preventable®

Lexipol is America's leading provider of risk management resources for public safety organizations, delivering its services through a unique, web-based development system with an integrated training component. The Lexipol system has helped public safety agencies reduce risk and stay ahead of litigation trends, while communicating clear and concise policy guidance to their employees.

Proprietary System and Tools: Lexipol provides more than 140 policies based on federal and state statutes, case law, regulations and law enforcement best practices. Your agency has full editing capability to customize the manual to reflect your mission and philosophy.

Updates: Lexipol provides regular updates in response to legislative mandates, case law and evolution in best practices. We also provide client alerts in response to precedent-setting court decisions or events that call for immediate changes to policy.

Policy Training: The integrated Daily Training Bulletin (DTB) component is a customizable, scenario-based daily training program that links directly to your agency's policy manual.

A police department arrested an English-speaking woman after she attacked neighborhood children with a butcher knife. She later claimed she was unable to communicate without a translator and filed a complaint with the U.S. Department of Justice. The resulting federal investigation cost the agency significant unbudgeted dollars. A federal Executive Order requires all agencies in all states to have a written Limited English Proficiency policy. The lack of such a policy could result in a complete loss of all federal funding and grants. All Lexipol subscribers have such a policy and are in compliance with this federal requirement.

A Sheriff's Office in California had a pursuit that ended tragically, with the death of a deputy in an unmarked unit and a hostage trapped inside the suspect vehicle. The California Vehicle Code provides immunity for any death, injury or property damage caused by a suspect vehicle if the agency has a policy that conforms to the code requirements. This agency had its Lexipol policy manual in place as of April 10, 2002. The fatal pursuit occurred on April 22, 2002. This agency had immunity in what could have been a very expensive lawsuit.

Adaptability: Our clients range from one to 2,500 personnel and include municipal police departments, county sheriff departments or offices, district attorney offices, port police, probation departments, school district and university police, tribal police, state regulatory and law enforcement agencies, federal agencies and military agencies.

Scale: More than 1,500 public safety organizations representing 86,000 law enforcement and fire personnel in 15 states use the Lexipol system. Our subscriber base is one of the largest private networks of law enforcement policy collaborators in the nation.

Archiving: Your policy manual is archived on the Lexipol system. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

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The Lexipol Advantage

Law Enforcement

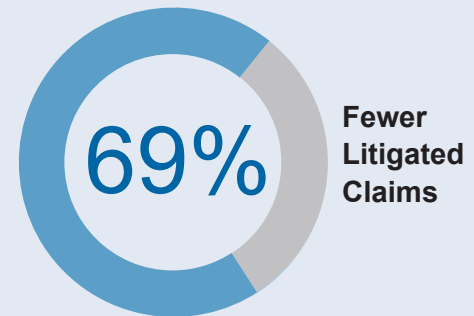
Insurance Pools/RMAs: A number of insurance pools and risk management associations provide funding assistance for the cost of the Lexipol program, annual subscription and Daily Training Bulletins.

Cost Effective Development: A fully burdened officer can cost an agency upward of \$100K in salary and benefits. Most small to mid-sized agencies assign one officer to update and maintain their policy manual, which can consume 50% to 80% of the officer's time. A typical officer does not have the experience or resources to translate statutes, case law and emerging trends into usable, defensible policy in patrol, investigations, traffic, property, custody or personnel. At Lexipol we proactively do this work for you, typically at less than 5% of the cost of an officer.

Ready Access: Many agencies describe their pre-Lexipol policy system as convoluted, reactive and not serving the agency well. Their employees have trouble accessing the policy system because the documents are contained in disparate silos of information. Thus, there is no easy way to get policy direction. When you become a Lexipol subscriber, you have a clear, straightforward, professional policy system that is legally defensible and easily accessible by all members of your organization.

The Lexipol system is truly unique. There is no other program in America offering the ability to customize, manage, disseminate and track your agency's policies and training.

For additional information about Lexipol, visit www.lexipol.com or call us at 949.484.4444.



Risk management programs often try to quantify the value of avoided claims. Here's what one Risk Management Association had to say: "Two years post-Lexipol implementation, perhaps the most positive trend is that Lexipol users have 69% fewer litigated claims compared to pre-Lexipol implementation. And, the claims that are litigated have, on average, **\$7k** paid out instead of **\$20k** pre-Lexipol."

A municipality was challenged in court by a right-to-bear-arms organization regarding its Lexipol Carry Concealed Weapon policy. The policy not only survived the court challenge, but was recognized by the court as a model policy that was in compliance with state law.

Lexipol Predictable is Preventable®

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Predictable is Preventable®



Lexipol Law Enforcement Policy Manual

Lexipol is America's leading source of risk management resources for public safety organizations. Lexipol provides customizable, state-specific, web-based policy manuals with an integrated training component to help public safety agencies operate more efficiently and effectively. We currently serve more than 1,500 public safety organizations representing 86,000 law enforcement and fire personnel in 15 states.

Lexipol Value

- ✓ We provide comprehensive, court-tested policies written by law enforcement and legal professionals.
- ✓ Lexipol experts constantly monitor major court decisions and emerging trends affecting law enforcement operations.
- ✓ Lexipol provides regular policy updates in response to legislative mandates, case law and evolution in best practices.
- ✓ Our system allows you to view the origin of all policy content, including federal and state laws and law enforcement best practices.
- ✓ Lexipol policies are instrumental in an agency's ability to prevail in court.
- ✓ The Lexipol system will allow cross-referencing to any accreditation standard.
- ✓ Lexipol's policy system has been shown to reduce the number of claims paid out. In fact, one statewide insurance pool reported a 69% decrease in litigated claims paid out.
- ✓ Lexipol's policy and training components are 100% web-based. There is no software to purchase or maintain.
- ✓ Each version of an agency's policy manual is archived on the Lexipol system for easy retrieval when needed for defense litigation or personnel matters.

The Lexipol system is truly unique. No one else in America offers this level of customization and value to help you manage, disseminate and track your agency's policies and training. We can help you comply with current laws, regulations and law enforcement best practices, and then document that you've trained your personnel on your policies. To learn more, visit www.lexipol.com or call us at **949.484.4444**.



Predictable is Preventable®



Lexipol Law Enforcement Daily Training Bulletins

Lexipol is America's leading source of risk management resources for public safety organizations, delivering its services through a unique, web-based development system with an integrated training component. We currently serve more than 1,500 public safety organizations representing 86,000 law enforcement and fire personnel in 15 states. Lexipol offers state-specific policy manuals that are integrated with scenario-based Daily Training Bulletins (DTBs), which include a focus on high-risk, low-frequency events.

Lexipol Value

- ✓ Lexipol's DTB service provides comprehensive training to help officers learn the content of your agency's policy manual *and* practical application of the policies.
- ✓ Each year, Lexipol provides each agency 365 scenario-based training bulletins that link directly to the policy manual.
- ✓ Each agency can customize Lexipol DTBs to address agency-specific topics.
- ✓ DTBs are designed to be completed in about six minutes.
- ✓ Lexipol's DTB service reinforces agency approved policies and procedures.
- ✓ Lexipol provides regular policy and training updates.
- ✓ Lexipol's policy system has been shown to reduce the number of claims paid out. In fact, one statewide insurance pool reported a 69% decrease in litigated claims paid out.
- ✓ Lexipol's policy and training components are 100% web-based. There is no software to purchase or maintain.
- ✓ Automated tools help ensure consistency between policy and training materials.
- ✓ Supervisors can track officer training using flexible reporting tools.
- ✓ Lexipol archives your agency's DTB training records to provide an invaluable resource in defense litigation or personnel matters.

Lexipol can help you address issues related to risk, liability, safety and best practices. We can help you comply with current laws, regulations and law enforcement best practices, and then document that you've trained your personnel on your approved policies. To learn more, visit www.lexipol.com or call us at **949.484.4444**.



Predictable is Preventable®

SUMMARY OF THE UNIQUE FEATURES OF THE LEXIPOL SYSTEM

Lexipol is America's leading provider of risk management services and resources for public safety organizations, delivering its services through a unique, web-based development system with an integrated training component. Lexipol has helped public safety agencies reduce risk and stay ahead of litigation trends, while communicating clear and concise policy guidance to their employees. Additionally, Lexipol has established a unique set of risk management tools for public safety organizations by integrating agency-specific, customized policy manuals with the Daily Training Bulletin service accessed through a web browser. The comprehensive Lexipol service is not available through any other public or private resources or organizations.

The program is unique in several ways, and there is no other system that offers the following integration in one package:

1. Online (software-as-a-service) policy manual content, document management, training content and testing through web-based proprietary system tools.
2. Regular and urgent updates to content via web-based tools.
3. Daily Training Bulletins (DTBs) that are based on realistic scenarios and written by public safety personnel, including online and real-time testing modules.
4. Archiving of all versions of the agency's policy manual, as well as capturing of user electronic signatures that acknowledge policy updates and Daily Training Bulletin records and test results.
5. Linking between the Daily Training Bulletins and policy sections to which the DTB applies.
6. Robust reporting features, including exception reporting with export to MS Excel capabilities.
7. Contemporary policy content that may be modified by the agency via proprietary online tools, thus reducing policy development time significantly.

LEXIPOL LLC

6B Liberty, Suite 200 • Aliso Viejo, CA 92656
949.484.4444 • Fax: 949.484.4443
www.lexipol.com

ADDITIONAL FEATURES INCLUDE:

Proprietary System and Software Tools: Over 150 core policies based on federal standards and case law, state statutes and case law, regulatory actions and law enforcement best practices. The client agency has full editing capability to customize the manual to reflect the agency's mission and philosophy.

Updates: Lexipol provides regular semi-annual electronic and interactive updates in response to legislative mandates, case law and evolution in best practices. It also provides client alerts and urgent updates in response to precedent-setting court decisions or events that call for immediate changes to policy.

Policy Training: The integrated Daily Training Bulletin component is a customized, scenario-based daily training program that links directly to the policy manual and is accessed online via a web browser. DTB records are also archived for easy retrieval.

Adaptability: Our clients range from small agencies to large agencies with more than 3,500 sworn personnel, including municipal police departments, county sheriff offices, county district attorneys, port police, probation departments, school district and university police, tribal police, fire departments and a diverse group of state regulatory agencies.

Scale: More than 1,600 public safety agencies with 100,000 officers or deputies in 16 states use the Lexipol system. Our subscriber base is one of the largest private networks of law enforcement policy collaborators in the nation.

Archiving: Each version of the agency's policy manual is archived on the Lexipol servers, which allows for easy retrieval by the agency. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

For additional information or to obtain assistance please contact Lexipol at 949.484.4444 or visit www.lexipol.com.

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949.484.4444 • Fax: 949.484.4443
www.lexipol.com



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: _____

Agency's Address: _____

Attention: _____

Lexipol's Address: 6B Liberty, Suite 200

Aliso Viejo, CA 92656

Attention: _____

Effective Date: _____

(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

LEXIPOL, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: Chief Executive Officer

Date Signed: _____

Date Signed: _____

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Contract Year.** "**Contract Year**" means the twelve-month period commencing on the Effective Date and each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the first Contract Year (the "**Initial Term**"); provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a "**Renewal Term**"), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit A shall automatically terminate. The termination or expiration of this Agreement shall not, however,

relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Indemnification), 10 (Limitation of Liability), 12 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fees/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service and thirty (30) days prior to the date for each Renewal Term (refer to 2.1 above). Agency will pay to Lexipol the subscription fees specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by

or for Agency pursuant to an order from a court or other governmental agency or other legal process, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by in Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol 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 Lexipol 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. Lexipol will use commercially reasonable efforts to ensure the security of Lexipol's systems and to protect the confidentiality of information Lexipol receives from Agency. Lexipol's system uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol 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. Disclaimer of Liability. In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity 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 Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol 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. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know

such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

13. Miscellaneous.

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

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. 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 Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 Waiver. Lexipol'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



Predictable is Preventable®



Lexipol Return On Investment Case Study

Lexipol is America's leading provider of risk management resources for public safety organizations. Lexipol provides customizable, state-specific, web-based policy manuals with an integrated training component to help public safety organizations operate more efficiently and effectively. Lexipol is recognized for our technical and legal expertise, and a proactive approach in **decreasing liability exposure**. Lexipol's cost-effective policy and training system reduces the number of litigated claims and claims paid out.

According to a *five-year post-Lexipol implementation study, agencies that adopted Lexipol saw:

- A significant decrease in the number of litigated claims
- A dramatic reduction in the cost of claims paid out
- No personnel or employment claims

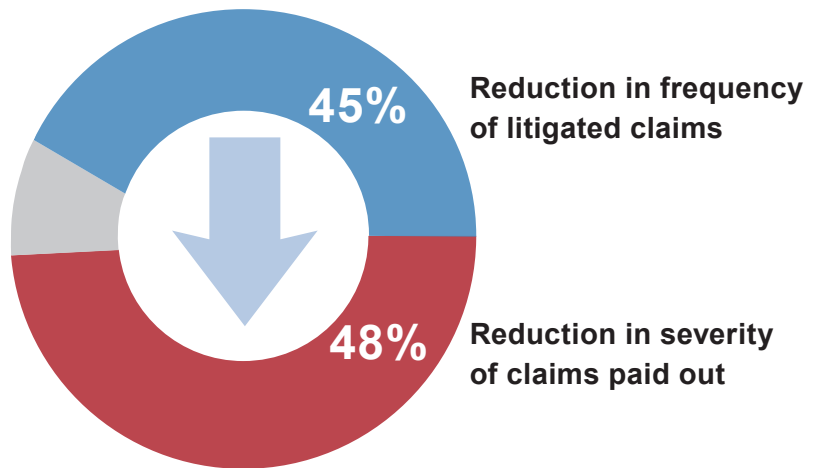
The study also found that Lexipol agencies have yet to incur a personnel or employment claim, while non-Lexipol agencies have had eight for over \$448K.

Lexipol's cost-effective policy and training system reduces the number of litigated claims and claims paid out.

Non-participating Agencies Experienced:

Eight personnel and employment claims for over
\$448K

Fully Participating Lexipol Agencies Experienced:



*Based on a five-year post-implementation Lexipol Benchmarking Analysis conducted by Citycounty Insurance Services (CIS) in Oregon, fully participating agencies showed 45% less frequency of litigated claims and 48% reduction in severity of claims paid out. Comparable non-Lexipol agencies in the same study showed no change in frequency of litigated claims and only 28% reduction in severity of claims paid out.

Arizona Law Enforcement Policy Manual

SAMPLE



Lexipol

Predictable is Preventable[®]

Arizona State Master PD
Policy Manual

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Use of Force

300.1 PURPOSE AND SCOPE

This policy provides guidelines on the reasonable use of force. While there is no way to specify the exact amount or type of reasonable force to be applied in any situation, every member of this department is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

300.1.1 DEFINITIONS

Definitions related to this policy include:

Deadly force - Force reasonably anticipated and intended to create a substantial likelihood of causing death or very serious injury.

Force - The application of physical techniques or tactics, chemical agents or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed or restrained.

300.2 POLICY

The use of force by law enforcement personnel is a matter of critical concern, both to the public and to the law enforcement community. Officers are involved on a daily basis in numerous and varied interactions and, when warranted, may use reasonable force in carrying out their duties.

Officers must have an understanding of, and true appreciation for, their authority and limitations. This is especially true with respect to overcoming resistance while engaged in the performance of law enforcement duties.

The Department recognizes and respects the value of all human life and dignity without prejudice to anyone. Vesting officers with the authority to use reasonable force and to protect the public welfare requires monitoring, evaluation and a careful balancing of all interests.

300.2.1 DUTY TO INTERCEDE

Any officer present and observing another officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall, when in a position to do so, intercede to prevent the use of unreasonable force. An officer who observes another employee use force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.

300.3 USE OF FORCE

Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

The reasonableness of force will be judged from the perspective of a reasonable officer on the scene at the time of the incident. Any evaluation of reasonableness must allow for the fact that officers are often forced to make split-second decisions about the amount of force

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Use of Force

that reasonably appears necessary in a particular situation, with limited information and in circumstances that are tense, uncertain and rapidly evolving.

Given that no policy can realistically predict every possible situation an officer might encounter, officers are entrusted to use well-reasoned discretion in determining the appropriate use of force in each incident.

It is also recognized that circumstances may arise in which officers reasonably believe that it would be impractical or ineffective to use any of the tools, weapons or methods provided by the Department. Officers may find it more effective or reasonable to improvise their response to rapidly unfolding conditions that they are confronting. In such circumstances, the use of any improvised device or method must nonetheless be reasonable and utilized only to the degree that reasonably appears necessary to accomplish a legitimate law enforcement purpose.

While the ultimate objective of every law enforcement encounter is to avoid or minimize injury, nothing in this policy requires an officer to retreat or be exposed to possible physical injury before applying reasonable force.

300.3.1 USE OF FORCE TO EFFECT AN ARREST

An officer is justified in threatening or using force against another if, in making or assisting in making an arrest or detention or in preventing or assisting in preventing an escape after arrest or detention, such person uses or threatens to use physical force and all of the following exist (ARS § 13-409):

- (a) A reasonable person would believe that such force is immediately necessary to effect the arrest or detention or prevent the escape.
- (b) The officer makes known the purpose of the arrest or detention or believes that it is otherwise known or cannot reasonably be made known to the person to be arrested or detained.
- (c) A reasonable person would believe the arrest or detention to be lawful.

300.3.2 FACTORS USED TO DETERMINE THE REASONABLENESS OF FORCE

When determining whether to apply force and evaluating whether an officer has used reasonable force, a number of factors should be taken into consideration, as time and circumstances permit. These factors include, but are not limited to:

- (a) Immediacy and severity of the threat to officers or others.
- (b) The conduct of the individual being confronted, as reasonably perceived by the officer at the time.
- (c) Officer/subject factors (age, size, relative strength, skill level, injuries sustained, level of exhaustion or fatigue, the number of officers available vs. subjects).
- (d) The effects of drugs or alcohol.
- (e) Subject's mental state or capacity.
- (f) Proximity of weapons or dangerous improvised devices.
- (g) The degree to which the subject has been effectively restrained and his/her ability to resist despite being restrained.
- (h) The availability of other options and their possible effectiveness.
- (i) Seriousness of the suspected offense or reason for contact with the individual.
- (j) Training and experience of the officer.

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- (k) Potential for injury to officers, suspects and others.
- (l) Whether the person appears to be resisting, attempting to evade arrest by flight or is attacking the officer.
- (m) The risk and reasonably foreseeable consequences of escape.
- (n) The apparent need for immediate control of the subject or a prompt resolution of the situation.
- (o) Whether the conduct of the individual being confronted no longer reasonably appears to pose an imminent threat to the officer or others.
- (p) Prior contacts with the subject or awareness of any propensity for violence.
- (q) Any other exigent circumstances.

300.3.3 PAIN COMPLIANCE TECHNIQUES

Pain compliance techniques may be effective in controlling a physically or actively resisting individual. Officers may only apply those pain compliance techniques for which they have successfully completed department-approved training. Officers utilizing any pain compliance technique should consider:

- (a) The degree to which the application of the technique may be controlled given the level of resistance.
- (b) Whether the person can comply with the direction or orders of the officer.
- (c) Whether the person has been given sufficient opportunity to comply.

The application of any pain compliance technique shall be discontinued once the officer determines that compliance has been achieved.

300.3.4 CAROTID CONTROL HOLD

The proper application of the carotid control hold may be effective in restraining a violent or combative individual. However, due to the potential for injury, the use of the carotid control hold is subject to the following:

- (a) The officer shall have successfully completed department-approved training in the use and application of the carotid control hold.
- (b) The carotid control hold may only be used when circumstances perceived by the officer at the time indicate that such application reasonably appears necessary to control a person in any of the following circumstances:
 - 1. The subject is violent or physically resisting.
 - 2. The subject, by words or actions, has demonstrated an intention to be violent and reasonably appears to have the potential to harm officers, him/herself or others.
- (c) The application of a carotid control hold on the following individuals should generally be avoided unless the totality of the circumstances indicates that other available options reasonably appear ineffective, or would present a greater danger to the officer, the subject or others, and the officer reasonably believes that the need to control the individual outweighs the risk of applying a carotid control hold:
 - 1. Females who are known to be pregnant
 - 2. Elderly individuals
 - 3. Obvious juveniles

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- (d) Any individual who has had the carotid control hold applied, regardless of whether he/she was rendered unconscious, shall be promptly examined by paramedics or other qualified medical personnel and should be monitored until examined by paramedics or other appropriate medical personnel.
- (e) The officer shall inform any person receiving custody, or any person placed in a position of providing care, that the individual has been subjected to the carotid control hold and whether the subject lost consciousness as a result.
- (f) Any officer attempting or applying the carotid control hold shall promptly notify a supervisor of the use or attempted use of such hold.
- (g) The use or attempted use of the carotid control hold shall be thoroughly documented by the officer in any related reports.

300.4 DEADLY FORCE APPLICATIONS

Use of deadly force is justified in the following circumstances:

- (a) An officer may use deadly force to protect him/herself or others from what he/she reasonably believes would be an imminent threat of death or serious bodily injury.
- (b) An officer may use deadly force to stop a fleeing subject when the officer has probable cause to believe that the person has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the officer reasonably believes that there is an imminent risk of serious bodily injury or death to any other person if the subject is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.
Imminent does not mean immediate or instantaneous. An imminent danger may exist even if the suspect is not at that very moment pointing a weapon at someone. For example, an imminent danger may exist if an officer reasonably believes any of the following:
 - 1. The person has a weapon or is attempting to access one and it is reasonable to believe the person intends to use it against the officer or another.
 - 2. The person is capable of causing serious bodily injury or death without a weapon and it is reasonable to believe the person intends to do so.

300.4.1 SHOOTING AT OR FROM MOVING VEHICLES

Shots fired at or from a moving vehicle are rarely effective. Officers should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants. An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the threat of the vehicle, or if deadly force other than the vehicle is directed at the officer or others.

Officers should not shoot at any part of a vehicle in an attempt to disable the vehicle.

300.5 REPORTING THE USE OF FORCE

Any use of force by a member of this department shall be documented promptly, completely and accurately in an appropriate report, depending on the nature of the incident. The officer should articulate the factors perceived and why he/she believed the use of force was reasonable under the circumstances. To collect data for purposes of training, resource allocation, analysis and related purposes, the Department may require the completion of additional report forms, as specified in department policy, procedure or law.

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300.5.1 NOTIFICATION TO SUPERVISORS

Supervisory notification shall be made as soon as practicable following the application of force in any of the following circumstances:

- (a) The application caused a visible injury.
- (b) The application would lead a reasonable officer to conclude that the individual may have experienced more than momentary discomfort.
- (c) The individual subjected to the force complained of injury or continuing pain.
- (d) The individual indicates intent to pursue litigation.
- (e) Any application of a TASER device or control device.
- (f) Any application of a restraint device other than handcuffs, shackles or belly chains.
- (g) The individual subjected to the force was rendered unconscious.
- (h) An individual was struck or kicked.
- (i) An individual alleges any of the above has occurred.

300.6 MEDICAL CONSIDERATION

Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the officer's initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail. If any such individual refuses medical attention, such a refusal shall be fully documented in related reports and, whenever practicable, should be witnessed by another officer and/or medical personnel. If a recording is made of the contact or an interview with the individual, any refusal should be included in the recording, if possible.

The on-scene supervisor, or if not available, the primary handling officer shall ensure that any person providing medical care or receiving custody of a person following any use of force is informed that the person was subjected to force. This notification shall include a description of the force used and any other circumstances the officer reasonably believes would be potential safety or medical risks to the subject (e.g., prolonged struggle, extreme agitation, impaired respiration).

Persons who exhibit extreme agitation, violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics and imperviousness to pain (sometimes called *excited delirium*), or who require a protracted physical encounter with multiple officers to be brought under control, may be at an increased risk of sudden death. Calls involving these persons should be considered medical emergencies. Officers who reasonably suspect a medical emergency should request medical assistance as soon as practicable and have medical personnel stage away if appropriate.

300.7 SUPERVISOR RESPONSIBILITY

When a supervisor is able to respond to an incident in which there has been a reported application of force, the supervisor is expected to:

- (a) Obtain the basic facts from the involved officers. Absent an allegation of misconduct or excessive force, this will be considered a routine contact in the normal course of duties.

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- (b) Ensure that any injured parties are examined and treated.
- (c) When possible, separately obtain a recorded interview with the subject upon whom force was applied. If this interview is conducted without the person having voluntarily waived his/her *Miranda* rights, the following shall apply:
 - 1. The content of the interview should not be summarized or included in any related criminal charges.
 - 2. The fact that a recorded interview was conducted should be documented in a property or other report.
 - 3. The recording of the interview should be distinctly marked for retention until all potential for civil litigation has expired.
- (d) Once any initial medical assessment has been completed or first aid has been rendered, ensure that photographs have been taken of any areas involving visible injury or complaint of pain, as well as overall photographs of uninjured areas. These photographs should be retained until all potential for civil litigation has expired.
- (e) Identify any witnesses not already included in related reports.
- (f) Review and approve all related reports.
- (g) Determine if there is any indication that the subject may pursue civil litigation, the supervisor should complete and route a notification of a potential claim through the appropriate channels.
- (h) Evaluate the circumstances surrounding the incident and initiate an administrative investigation if there is a question of policy non-compliance or if for any reason further investigation may be appropriate.

In the event that a supervisor is unable to respond to the scene of an incident involving the reported application of force, the supervisor is still expected to complete as many of the above items as circumstances permit.

300.7.1 WATCH COMMANDER RESPONSIBILITY

The Watch Commander shall review each use of force by any personnel within his/her command to ensure compliance with this policy and to address any training issues.



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Law Enforcement Daily Training Bulletin

USE OF FORCE

Medical Attention for Injuries Sustained Using Force

SCENARIO: Augustus Snerd and Samuel Mortimer get into a fight over a pool game in the Dive Bar. By the time you and your backup arrive, a full-on, bench clearing brawl is in progress. Eventually you utilize some very appropriate baton strikes. The crowd settles down and Mr. Snerd and Mr. Mortimer are arrested. Paramedics are on scene. Mr. Mortimer complains of pain to his leg from the baton strikes and you can see some redness and an abrasion. The injuries appear to be minor.

ISSUE: WHAT ARE YOUR OBLIGATIONS AFTER INFLICTING INJURY BY USING FORCE UPON MR. MORTIMER?

RULE: Prior to booking or release, medical assistance shall be obtained for any person who exhibits signs of physical distress, who has sustained visible injury, expresses a complaint of injury or continuing pain, or who was rendered unconscious. Any individual exhibiting signs of physical distress after an encounter should be continuously monitored until he/she can be medically assessed.

Based upon the officer's initial assessment of the nature and extent of the subject's injuries, medical assistance may consist of examination by fire personnel, paramedics, hospital staff or medical staff at the jail.

ANALYSIS: When you apply force and the subject of the force sustains injury, complains of pain or becomes unconscious, you are obligated to obtain medical assistance. Since Mr. Mortimer's injury appears to be minor, have the paramedics examine him and either treat him as appropriate or clear him. Don't forget to document the use of force, injury and subsequent medical examination in your report. Remember too, that according to policy photographs of the visible or complained of area of the injury should also be taken and referred to in your report.

CONCLUSION: Responsible use of force comes with obligations. If a subject is in pain, has a visible injury or loses consciousness, seek medical attention for the subject prior to booking or release.

POLICY: 300.6-Medical Considerations

QUESTION: Minor injuries caused by use of force do not require medical examination.

ANSWERS: a) True
b) False

CORRECT ANSWER: b) False



AGENDA ITEM REVIEW FORM

City Council Work Session

3. 1.

Meeting Date: 07/01/2015

Department Head: Sonia Cornelio, City Clerk, Office of the City Clerk

Submitted By: Sonia Cornelio, City Clerk, Office of the City Clerk

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding Main Street issues. **(Mayor G. Sanchez)**

SUMMARY:

Mayor G. Sanchez requested that this item be placed on the Agenda for the Work Session for July 1, 2015 to discuss issues on Main Street including pedestrian control, garbage, people sleeping on Main Street, public restrooms and sidewalk sales.

RECOMMENDATION / SUGGESTED MOTION:

This is a discussion item only, no motion will be taken.

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

Department

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

No fiscal impact



AGENDA ITEM REVIEW FORM

City Council Work Session

3. 2.

Meeting Date: 07/01/2015

Department Head: Sonia Cornelio, City Clerk, Office of the City Clerk

Submitted By: Sonia Cornelio, City Clerk, Office of the City Clerk

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Update on any and all matters regarding "hot" water issues. **(Mayor G. Sanchez)**

SUMMARY:

Mayor G. Sanchez requested that this item be placed on the Agenda for the Work Session for July 1, 2015 for an update.

RECOMMENDATION / SUGGESTED MOTION:

This is a discussion item only, no motion necessary.

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

No fiscal impact



AGENDA ITEM REVIEW FORM

City Council Work Session

3. 3.

Meeting Date: 07/01/2015

Department Head: Sonia Cornelio, City Clerk, Office of the City Clerk

Submitted By: Sonia Cornelio, City Clerk, Office of the City Clerk

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding the position of Vice Mayor. **(Mayor G. Sanchez)**

SUMMARY:

Mayor G. Sanchez requested that this item be placed on the Agenda for the Work Session for July 1, 2015.

RECOMMENDATION / SUGGESTED MOTION:

This is a discussion item only, no motion necessary.

Supporting information not attached to the Agenda Item Review Form:

N/A

Is document to be sent to the Recorder's Office?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT:

No fiscal impact
