

COUNCIL COPY

PUBLIC SAFETY COMMITTEE

11-0636R

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH LEXIPOL, LLC FOR POLICE TRAINING, DEVELOPMENT OF A POLICY MANUAL AND OTHER TRAINING SERVICES FOR A TERM OF THREE YEARS WITH AN ANNUAL AVERAGE COST OF \$15,683 AND A TOTAL COST NOT TO EXCEED \$47,050.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, with Lexipol, LLC for a three-year subscription to the Lexipol Knowledge Management System, which will provide the Duluth police department with access to policy manuals, daily on-line training bulletins, on-line training and testing of officers and updates, payment to be made from Fund 110-160-1640-2232-5441 (General, Police, Police Special Accounts, Auction Proceeds, Other Services and Charges).

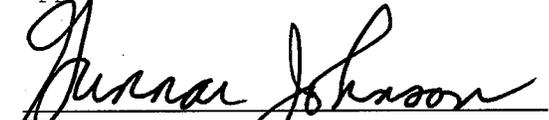
Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

DPD/ATTY TEL:dma 11/21/2011

STATEMENT OF PURPOSE: This resolution authorizes an agreement between the City of Duluth and Lexipol, LLC, a Delaware limited liability corporation. Under the terms of the agreement, Lexipol will provide the Duluth police department access to software tools and automatic updates for our policy manual related to case law changes and policy best practices. Currently a training sergeant manages the

process of updating the policy manual at a cost of about \$25,000 per year (based on their time). The fee will be paid utilizing forfeited funds. The subscription will include on-line training and testing of officers and daily training bulletins. The City will pay \$15,683 per year, on average, for a three-year subscription to these services.

2011-2013 AGREEMENT
TERMS AND CONDITIONS FOR USE OF SUBSCRIPTION MATERIAL
CITY OF DULUTH AND LEXIPOL LLC

This Agreement is made by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota (hereinafter "City of Duluth"), and Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"). In consideration of the mutual covenants and conditions hereinafter contained, City of Duluth and Lexipol agree as follows:

I. ACCEPTANCE OF TERMS

The services that Lexipol provides to City of Duluth are subject to the following Terms and Conditions of Use. These Terms and Conditions are valid through the subscription period of one year. Lexipol reserves the right to update/change the Terms and Conditions of Use on the renewal date of the subscription agreement period whereas those updates/changes on the Terms and Conditions of Use will be valid for the new subscription period. This document represents the most current version of the Terms and Conditions of Use. Any changes or updates to these Terms and Conditions will be provided to City of Duluth in writing and will only be effective upon the City of Duluth's written acceptance of such changes.

II. DESCRIPTION OF SERVICES

Through Lexipol's Website, Lexipol provides City of Duluth with access to the Lexipol Knowledge Management System. Lexipol provides numerous subscriptions to this system, each with varying services depending on the level of subscription. The City of Duluth is subscribing to the services indicated on the data page included as the last page of this agreement. Those services are further described and defined in the brochure entitled "Lexipol Overview for Duluth Police Department" attached hereto and incorporated by reference as Exhibit A to this Subscription Agreement. These services include, but are not limited to, Hard Copy Manual, Policy Manual Subscription, Daily Training Bulletins (DTB), and National Daily Training Bulletins.

III. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services provided to the City of Duluth by this Website requires City of Duluth to open an account, City of Duluth will complete the registration process by providing Lexipol with current, complete, and accurate information as prompted by the applicable registration form. City of Duluth will also be able to change the user name and password on the account after initial login. City of Duluth is entirely responsible for maintaining the confidentiality of City of Duluth's password and account. City of Duluth is entirely responsible for any and

all activities that occur under City of Duluth's account. City of Duluth agrees to notify Lexipol immediately of any unauthorized use of City of Duluth's account or any breach of security. Notwithstanding the forgoing, Lexipol agrees that City of Duluth will not be responsible for any breach of security caused by any non-City employee.

IV. NOTICES

Any notice to be given to the parties shall be sent to Lexipol at the address above or if to the City of Duluth to the contact person registered as the authorized signer.

V. PAYMENT TERMS

City of Duluth agrees to pay Lexipol for all services purchased using City of Duluth's user name and password as follows:

| YEAR | Annual Fee/Update Fee | Daily Training Bulletin Fee | Total |
|-------------|------------------------------|------------------------------------|--------------|
| 1 | \$12,150 | waived | \$12,150 |
| 2 | \$4,950 | \$12,500 | \$17,450 |
| 3 | \$4,950 | \$12,500 | \$17,450 |

All services are payable in full within forty-five (45) days from subscription start date. Any amounts past sixty (60) days from due date shall accrue interest at one (1%) percent per month for past due accounts. Invoices are sent thirty (30) days previous to the subscription start date and anniversary date thereafter. All payments are applied to the oldest balance.

Invoices are payable from Fund 110-160-1640-2232-5441 (General, Police, Police Special Accounts, Auction Proceeds, Other Services & Charges).

VI. PRIVACY POLICY

Lexipol shall keep all information City of Duluth provides confidential and private unless required to provide information in accordance with an order from a court of competent jurisdiction. In the event Lexipol is required to provide information in accordance with an order from a court of competent jurisdiction, Lexipol will provide the City with notice of such requirement and an opportunity to review to determine whether the information should or should not be disclosed and seek the necessary protective order or other appropriate relief. Because security is important to Lexipol and our users, Lexipol will always make reasonable efforts to ensure the security of Lexipol's systems. Lexipol employs security systems to protect the information Lexipol receives from City of Duluth's users. The Lexipol

Policy Website uses Secure Socket Layer (SSL) Protocol for browsers that support 128-bit encryption (such as Microsoft Internet Explorer 5 and greater). SSL encrypts information as it travels between the customer and Lexipol.

VII. APPLICATION OF LAW AND JURISDICTION

City of Duluth agrees that any claims, action, or proceeding arising out of these Terms and Conditions of Use, or City of Duluth's use of the Website, shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in Minnesota. This Agreement shall be governed and interpreted pursuant to the laws of the State of Minnesota, United States of America, notwithstanding any principles of conflicts of law.

VIII. INDEMNIFICATION

City of Duluth understands that Lexipol and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by the City of Duluth. City of Duluth acknowledges that Lexipol shall not be responsible for updating these policies to adhere to subsequent changes in law or other conditions and those changes and updates will only be provided by Lexipol as a part of an annual subscription.

IX. COPYRIGHT

City of Duluth expressly acknowledges and agrees that each and every policy provided by Lexipol, its agents, employees, and representatives including, but not limited to, all updates, revisions to the entire Policy Manual and Daily Training Bulletins purchased from Lexipol were expressly created for City of Duluth's exclusive use. City of Duluth and Lexipol agree that all policy, update, revision or Daily Training Bulletins originally provided by Lexipol to City of Duluth are protected under copyright agreements and may not be sold. Nothing in this statement is intended to prohibit or restrict City of Duluth from access and reproduction for City functions and providing any policies contained within the Policy Manual pursuant to and authorized by a request under the Public Records Act or Minnesota law, pursuant to Court order or any other lawful process. Notwithstanding the foregoing, Lexipol agrees that subject to the restrictions in this Section IX, the City of Duluth will own all rights in and to the Final Policy Manual.

X. DISCLAIMER AND WARRANTIES

The service and all information is provided "as is" without warranties, express or implied, or representations of any kind whatsoever. There shall be no warranties of merchantability, fitness for a particular use, non-infringement of proprietary rights, enjoyment of the information or service, system integration, or accuracy of the information. To the fullest extent permitted by law, Lexipol disclaims any warranties for the security, reliability, timeliness, and performance of the information and the service. The entire risk as to satisfactory quality, performance and effort is with City of Duluth.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to City of Duluth insofar as they relate to implied warranties. In those jurisdictions, Lexipol shall use its best efforts, including industry standards of care, to ensure satisfactory quality, performance and accuracy.

XI. NON-WAIVER AND SEVERABILITY

Either party's failure to exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this Agreement remain in full force and effect.

XII. POLICY ADOPTION

The City of Duluth hereby agrees that any and all policies developed and provided by Lexipol LLC and its agents, employees and representatives have been individually reviewed, customized and adopted for the exclusive use of the City of Duluth. It is further acknowledged and agreed that Lexipol LLC and its agents, employees and representatives shall not be considered "policy makers" in any legal or other sense.

XIII. TERM AND TERMINATION

The term of this Agreement shall commence on January 1, 2012 and shall continue for a period of three (3) years (the "Term" or "Subscription Period").

This Agreement may be terminated at the annual anniversary date of each year of the Subscription Period by written notice to the other party at least 30 days preceding the then current Subscription Period.

At the end of the Term the parties may extend the term of this Agreement for an additional two (2) year term, subject to the parties' mutual agreement on the Fees for the Services on substantially the same terms as set forth herein other than fees.

XIV. STANDARD OF PERFORMANCE

Lexipol agrees that all services to be provided to City of Duluth pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

XV. MODIFICATIONS

No change, amendment, or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by authorized representatives of both parties.

XVI. RIGHT TO REVIEW

This contract is subject to public disclosure laws and is subject to review by any Federal or State auditor. City of Duluth or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by City of Duluth. Such review may occur with or without notice, and may include, but is not limited to, inspection of all records or other materials which the City of Duluth deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. Lexipol shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after termination, and shall make the records available by such review.

XVII. REGULATIONS AND REQUIREMENT

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, and State of Minnesota, and the City of Duluth, and to any other provisions set forth herein or in the attached exhibits.

XVIII. ASSIGNMENT AND SUBCONTRACTING

No portion of this Agreement may be assigned or subcontracted by Lexipol to any other individual, firm, or entity without the express and prior written approval of the City of Duluth.

XIX. INDEPENDENT CONTRACTOR

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting any party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither the Parties nor their officers or employees thereof shall be considered an employee of the other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of either party and their employees while so engaged and any and all claims whatsoever on behalf of either party arising out of employment or alleged employment, including without limitation, claims of discrimination against either party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither the parties nor their officers, agents, contractors or employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from the other party.

XX. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH, a Minnesota municipal corporation

LEXIPOL LLC, a Delaware Limited Liability Company

By: _____
Its Mayor

By: _____
Its:

Attest:

By: _____
City Clerk
Date Attested:

Countersigned:

City Auditor

Approved as to form:

City Attorney

Exhibit A



Lexipol

Predictable is Preventable.

Lexipol Overview for

Duluth Police Department

Karen Keyser, Client Services Representative

Lexipol

November 2011

PREDICTABLE IS PREVENTABLE®

The Founders

Gordon Graham

President

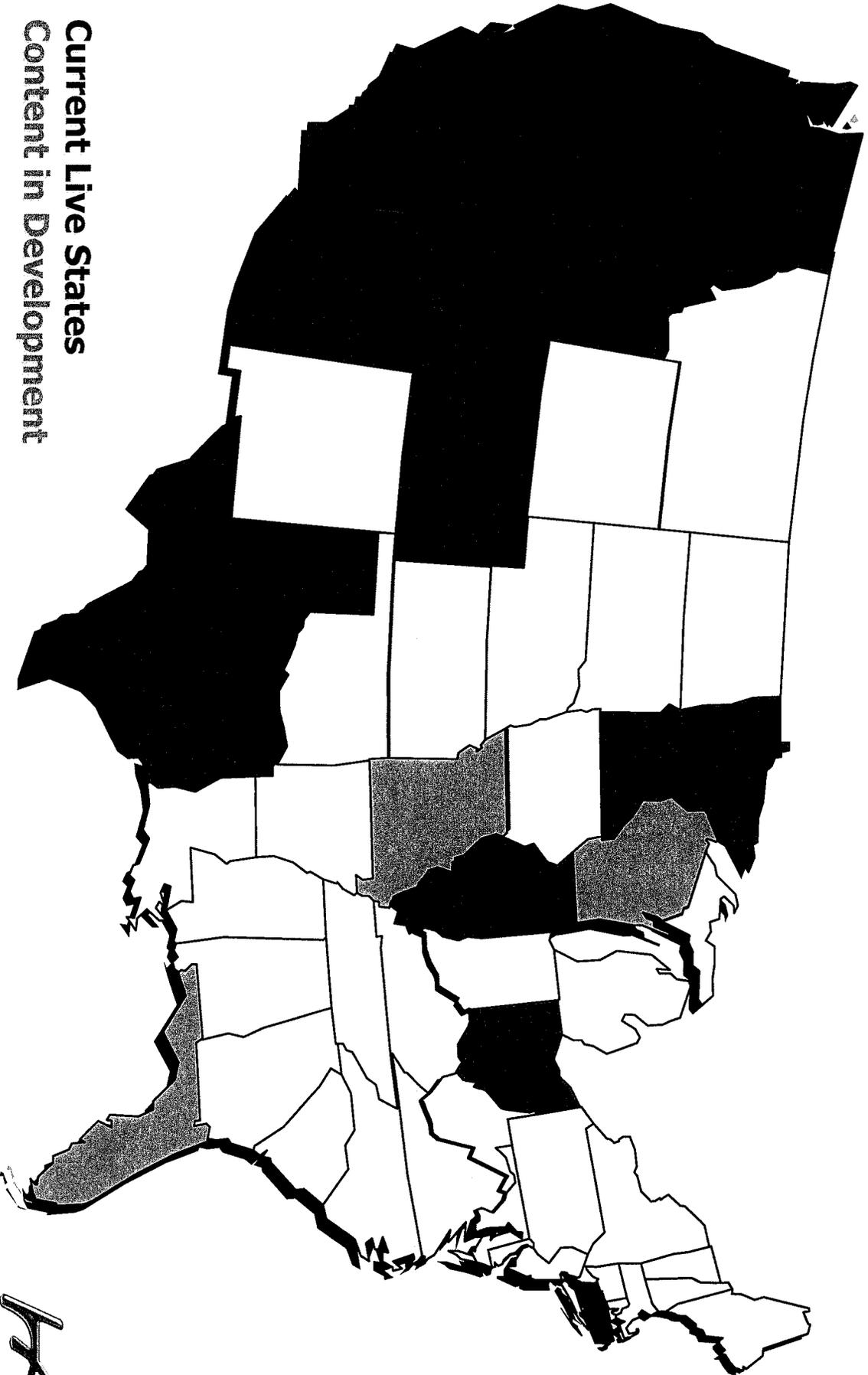
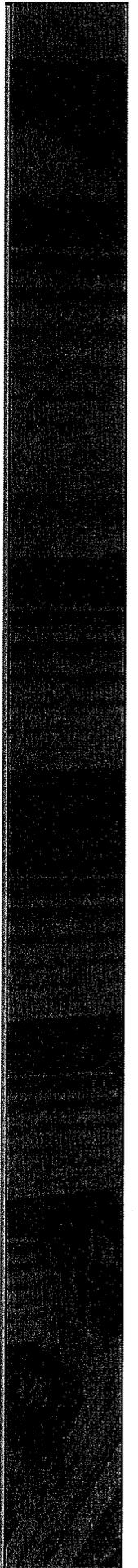
Bruce Praet

Founder

Dan Merkle

Chairman and CEO





**Current Live States
Content in Development**

© 2011 Lexipol, LLC

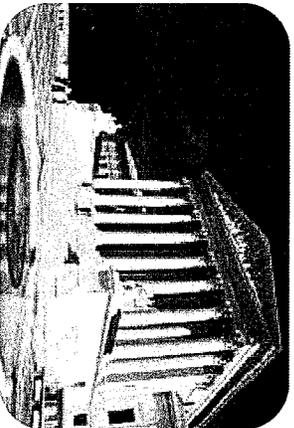
Status November 2011

- Published 12+ years
- More than 1,100 agencies * 65,000+ officers total
- 1 – 2,500 sworn officer sized agencies
- Municipal PDs, Sheriff's offices, Campus Police, State, and Tribal
- Custody, Fire, Dispatch, EMS in 2012
- Never had an agency lose in court based on faulty policy provided by Lexipol

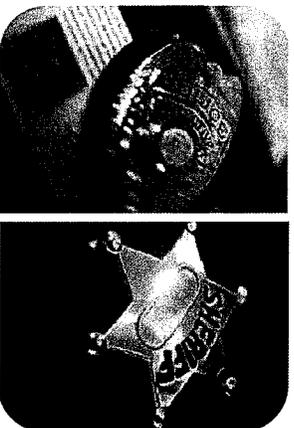


Lexipol

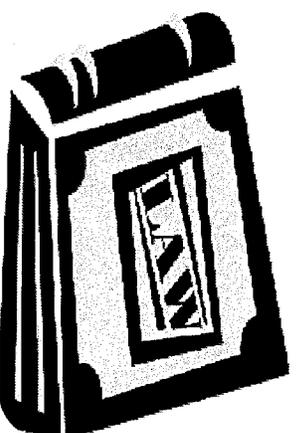
The Lexipol Advantage



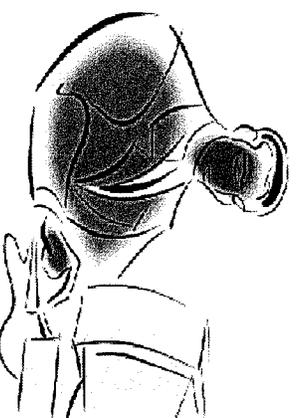
Case Law



Best Practices



Statutes And
Regulations



Agency
Customization

KMS

(Knowledge Management System)

Control Panel

Home

Manage Manuals
Accept New Manual/Updates
Edit or View Manuals

Manage DTBs
Accept New DI Res/Updates
Edit or View DTBs

Other Options
View Manual
View Updates
Maintain User Accounts

Reports
Change Password

Quick Links
Support Forum
Lexipol Home

Log Off

Questionnaire Driven

Lexipol

Edit/View Policy Manual

Lexipol, (Adminstrator)
Riverside Sheriff's Office / CA

Home

Manage Manuals

Accept New Manual/Updates

[Edit or View Manuals](#)

Manage DIRS

Accept New DIRS/Updates

[Edit or View DIRS](#)

Other Options

Daily Training Bulletins

Maintain User Accounts

Reports

Change Password

Quick Links

Support Forum

Lexipol Home

Log Off

Policy Manual

General Information

- General Information
- Chapter 1
- Chapter 2
- Chapter 3
- Chapter 4
- Chapter 5
- Chapter 6
- Chapter 7
- Chapter 8
- Chapter 9
- Chapter 10
- Submit Questionnaire

* This questionnaire will help us identify items and issues specific to your department. Let's start with the title of your department head.

Chief of Police

Sheriff

Chief of Investigations

Director of Public Safety

Other:

If the title of your department head does not appear above check "Other" and enter the title exactly as it should appear throughout the manual.

* What is your jurisdiction type?

Federal

State

City

County

Town

District

Parish

Others:

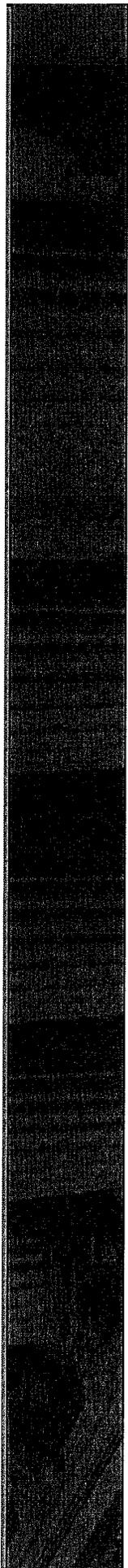
Select the jurisdiction that best describes your agency. Sheriff's departments would normally be County; a college police department would normally be District; Federal agencies should select Other and enter the term usually used to refer to their agency, e.g., Department of Defense should enter "Department"; Central Intelligence Agency should enter "Agency".

* So that the name of your jurisdiction appears correctly please enter just the primary name below. For example, the correct response for the City of RiverTown would be just the word "RiverTown".

Name of your jurisdiction:

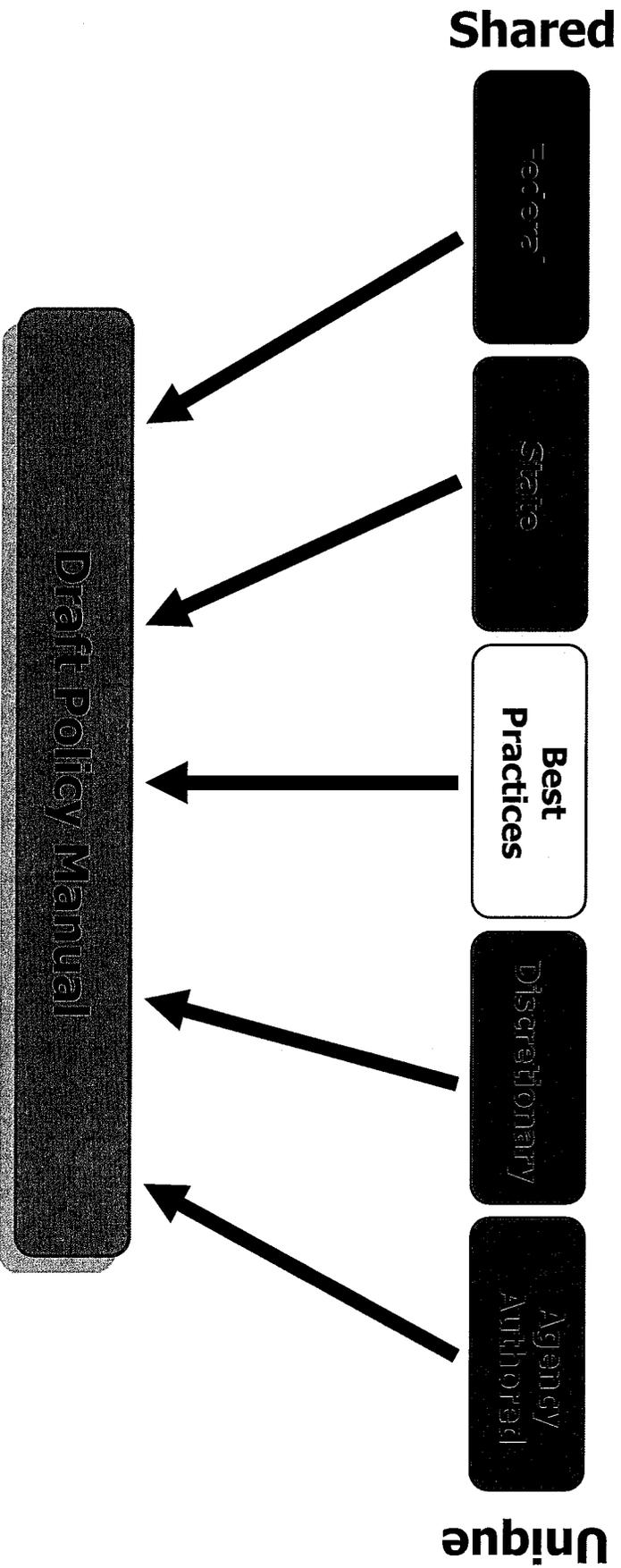
* Please tell us the acronym that you use to refer to your department, for example RiverTown Police Department might be "RTPD".

© 1995 - 2008 Lexipol, LLC. All Rights Reserved.



Customizable Content

Color Coded Draft



[Home](#)

Manage Manuals

[Accept New Manual/Updates](#)

[Edit or View Manuals](#)

Manage DTBs

[Accept New DTB/Updates](#)

[Edit or View DTBs](#)

Other Options

[View Manual](#)

[View Updates](#)

[Maintain User Accounts](#)

[Reports](#)

[Change Password](#)

Quick Links

[Support Forum](#)

[Lexipol Home](#)

[Log off](#)

Home: Hunt Club Police Department Policy Manual

Policy: 300 - Use of Force

Change Policy Title

Chapter Listing

[Policy Listing](#)

300.1 PURPOSE AND SCOPE

This policy recognizes that the use of force by law enforcement requires constant evaluation. Even at the lowest level, the use of force is a serious responsibility. The purpose of this policy is to provide officers of this department with guidelines on the responsible use of force, while there is no way to specify the exact manner or type of reasonable force to be applied in any situation, each officer is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

300.1.1 PHILOSOPHY

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 diverse human encounters and when warranted may use force in carrying out their duties. Officers must have an understanding of, and true appreciation for, the seriousness of their authority. This is especially true with respect to officers overcoming resistance while engaged in the performance of their duties. The Department recognizes and respects the value of human life and dignity without prejudice to anyone. It is also understood that resisting officers with the authority to use reasonable force and protect the public welfare requires a careful balancing of all human interests.

300.2 POLICE

The police are the most visible and most important of the law enforcement agencies. They are the first point of contact for the public and are responsible for the safety and security of the community. They are also responsible for the enforcement of the law and the protection of the public. The police are the backbone of the law enforcement system and their actions are critical to the success of the system. They are also the most visible and most important of the law enforcement agencies. They are the first point of contact for the public and are responsible for the safety and security of the community. They are also responsible for the enforcement of the law and the protection of the public. The police are the backbone of the law enforcement system and their actions are critical to the success of the system.

300.2.1 USE OF FORCE TO EFFECT AN ARREST

Any police officer that has reasonable cause to believe that the person to be arrested has committed a public offense may use reasonable force to effect the arrest. The purpose of this policy is to provide officers of this department with guidelines on the responsible use of force, while there is no way to specify the exact manner or type of reasonable force to be applied in any situation, each officer is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

Format-Driven Editing

Lexipol

Home

Manuals

Account Name: Admin User

Account ID: 1000

f. The use or attempted use of the revolver restraint shall be thoroughly documented by the deputy in any related reports.

300.3 DEADLY FORCE APPLICATIONS

CALEX: [1.3.2]

WASPC: []

While the use of a firearm is expressly considered deadly force, other force might also be considered deadly force if the deputy reasonably anticipates and intends that the force applied will create a substantial likelihood of causing death or very serious injury. Use of deadly force is justified in the following circumstances:

- a. A deputy may use deadly force to protect himself/herself or others from what he/she reasonably believe would be an imminent threat of death or serious bodily injury.
- b. A deputy may use deadly force to stop a fleeing suspect when the deputy has probable cause to believe that the suspect has committed, or intends to commit, a felony involving the infliction or threatened infliction of serious bodily injury or death, and the deputy reasonably believes that there is an imminent or future potential risk of serious bodily injury or death to any other person if the suspect is not immediately apprehended. Under such circumstances, a verbal warning should precede the use of deadly force, where feasible.

* Only *.JPG, *.JPEG, *.GIF, *.PNG, *.AVI, *.MPG, *.MP3, *.WAV, *.AVY, and *.KAI file types are allowed (Max. size: 5MB)

300.4 REPORTING THE USE OF FORCE

Any use of physical 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 use of particular weapons such as chemical agents may require the completion of additional report forms as specified in departmental policy and/or law.

© 2011 Lexipol, LLC



Editing in KMS

418.1 PURPOSE AND SCOPE

This procedure describes an officer's duties when a person is to be committed to a mental health unit pursuant to Welfare and Institutions Code § 5150. The commitment of a person under § 5150 does not constitute an arrest. If an officer believes that a person falls within the provisions of Welfare and Institutions Code § 5150, he/she shall transport that person to the designated facility for evaluation and commitment.

418.2 AUTHORITY

Accreditation:

Pursuant to Welfare and Institutions Code § 5150 when any person, as a result of mental disorder, is a danger to others, or to himself or herself, or gravely disabled, a peace officer, or other individual authorized by statute may, upon probable cause, take, or cause to be taken, the person into custody and place him or her in a facility designated by the county and approved by the State Department of Mental Health as a facility for 72-hour treatment and evaluation.

Such facility shall require an application in writing stating the circumstances under which the person's condition was called to the attention of the officer, or other individual authorized by statute has probable cause to believe that the person is, as a result of mental disorder, a danger to others, or to himself or herself, or gravely disabled; if the probable cause is based on the statement of a person other than the officer, or other individual authorized by statute, such person shall be informed that they may be liable in a civil action for intentional giving a statement which he or she knows to be false.

418.2 AUTHORITY



Browse... Add File

+ Only *.JPG, *.JPEG, *.GIF, *.PIC, *.AVI, *.MPG, *.MPEG, *.WMV, *.MOV, and *.RAM file types are allowed (Max. size: 5MB)

Save Cancel

Use of Graphics and Video

Lexipol

Edit/View Policy Manual

(Location: Administration)
Riverside Sheriff's Office / CA

[Home](#)

Manage Manuals

[Accept New Manual/Updates](#)

[Edit or View Manuals](#)

Manage DTBs

[Accept New DTBs/Updates](#)

[Edit or View DTBs](#)

Other Options

[Daily Training Bulletins](#)

[Maintain User Accounts](#)

[Reports](#)

[Change Password](#)

Chapter Listing
[Policy Listing](#)

300.2.3 NON-DEADLY FORCE APPLICATIONS

Any application of force that is not reasonably anticipated and intended to create a substantial likelihood of death or very serious injury, shall be considered non-deadly force. Each deputy is provided with equipment, training and skills to assist in the apprehension and control of suspects as well as protection of deputies and the public. Non-deadly force applications may include but are not limited to: restraints, control devices and TASER described in ESOS Manual 35.006, 308 and 309 respectively.

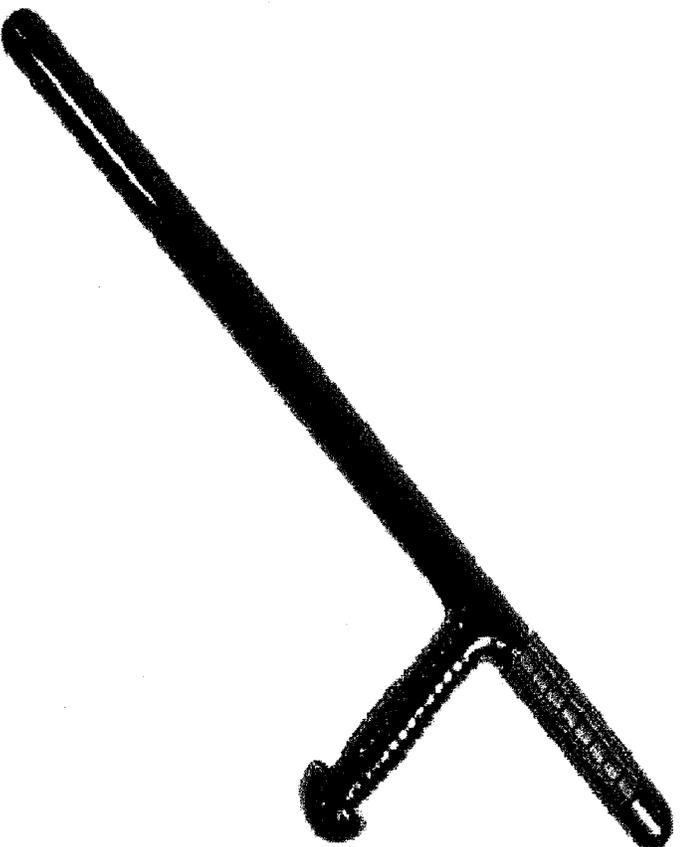
[Edit](#)

[Revert](#)

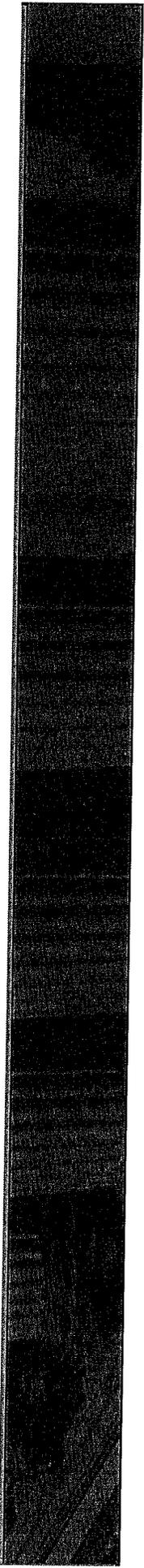
[Remove](#)

Quick Links
[Support Forum](#)
[Lexipol Home](#)

[Log Off](#)



© 1995 - 2008 Lexipol, LLC - All Rights Reserved



Accreditation Tools

- Accreditation feature assists with mapping policies to accreditation standards
- Reports can be exported to Excel
- Cross-reference guide available for CALEA and some state accreditation standards



Lexipol

Predictable is Preventable[®]

Accreditation Tools

Lexipol

Accreditation Report

Bill Helm, (Administrator)
Helm Police Department / CA

Home

Manage Manuals

Accept New Manual/Updates

Edit or View Manuals

Manage DTBs

Accept New DTB/Updates

Edit or View DTBs

Other Options

View Manual

View Updates

Daily Training Bulletins

Maintain User Accounts

Reports

Change Password

Quick Links

Support Forum

Lexipol Home

Log Off

Manual:

Policy Manual

Accredited For:

CALEA
 W.A.S.P.C.

Run Report

Export to Excel

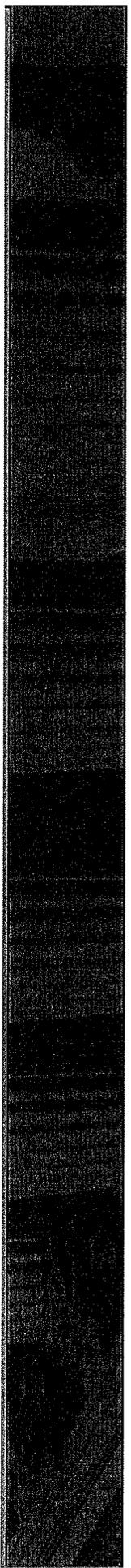
Print

Close

| Number | Title | Date | Cross Reference | Status |
|---------|---|------------|---|--------|
| 324.6 | RELEASE OF INFORMATION CONCERNING JUVENILES | 2011-03-21 | CALEA: 82.1.2 | |
| 502.4.1 | Traffic Collisions Involving City Vehicles | 2011-03-21 | CALEA: 61.2.2 | |
| 316.3.1 | REPORTING Officer RESPONSIBILITY | 2011-03-21 | CALEA: 55.1.1, 55.1.3, 55.2.1 | |
| 820.6 | GRATINGS | 2011-03-21 | CALEA: 12.7 | |
| 106.2.3 | OTHER PERSONNEL | 2011-03-21 | CALEA: 12.2.1 | |
| 340.8 | POST SHELLY PROCEDURE | 2011-03-21 | CALEA: 26.1.4, 26.1.6 | |
| 312.3.2 | TELETYPE NOTIFICATIONS | 2011-03-21 | CALEA: 41.2.5 | |
| 900.9.1 | SECURITY | 2011-03-21 | CALEA: 73.5.15, 73.5.12, 72.4.4, 72.4.1, 71.3.3, 70.2.1, 70.1.6 | |
| 408.9.3 | OUTSIDE AGENCY REQUESTS | 2011-03-21 | CALEA: 46.2.1 | |
| 308.1.2 | REVIEW, INSPECTION AND APPROVAL | 2011-03-21 | CALEA: 13.9 | |
| 324.6.2 | RELEASE OF INFORMATION TO OTHER AGENCIES | 2011-03-21 | CALEA: 82.1.2 | |
| 346.3 | MEDIA ACCESS | 2011-03-21 | CALEA: 54.1.1, 54.1.3 | |
| 312.3.1 | DEFINITIONS (PENAL CODE SECT: 14213) | 2011-03-21 | CALEA: 41.2.5, 41.2.6 | |
| 318.2 | GUIDELINES FOR THE USE OF GANES | 2011-03-21 | CALEA: 41.1.4 | |
| 432.4 | PREL MAINTENANCE | 2011-03-21 | CALEA: 17.5.3, 53.1.1 | |
| 448.1 | PURPOSE AND SCOPE | 2011-03-21 | CALEA: 41.3.7 | |
| 990.5 | FIRE SAFETY | 2011-03-21 | CALEA: 73.5.14, 73.5.8, 72.4.3, 72.1.1, 71.4.2 | |
| 448.2 | MOT USE | 2011-03-21 | CALEA: 81.2.10 | |

Accreditation Tools

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O |
|--------|--|-----------|--|--------|---|---|---|---|---|---|---|---|---|---|
| Number | Title | Date | Cross Reference | Status | | | | | | | | | | |
| 1 | 104.1 PURPOSE AND SCOPE | 3/21/2011 | CALEA:1.1.1 | | | | | | | | | | | |
| 2 | 104.1.1 OATH OF OFFICE | 3/21/2011 | CALEA:1.1.1.1.1.2 | | | | | | | | | | | |
| 3 | 350.2.2 APPOINTMENT | 3/21/2011 | CALEA:1.1.2 | | | | | | | | | | | |
| 4 | 350.2.2 INTEGRITY | 3/21/2011 | CALEA:1.1.2.32.1.2 | | | | | | | | | | | |
| 5 | 1000.3.2 COMMUNITY OUTREACH | 3/21/2011 | CALEA:1.1.3 | | | | | | | | | | | |
| 6 | 3704.4 338.6 PROCEDURE FOR INVESTIGATING HATE CRIMES | 3/21/2011 | CALEA:1.1.3 | | | | | | | | | | | |
| 7 | 388.4.4 INVESTIGATIVE INTERVIEWS | 3/21/2011 | CALEA:1.1.3 | | | | | | | | | | | |
| 8 | 320.6 VICTIM ASSISTANCE | 3/21/2011 | CALEA:1.1.3.55.1.1.55.1.3.55.2.1.55.2.2.55.2.3.55.2.4.55.2.5 | | | | | | | | | | | |
| 9 | 386.1 PURPOSE AND SCOPE | 3/21/2011 | CALEA:1.1.3.55.1.1.55.1.3.55.2.1.55.2.2.55.2.3.55.2.5 | | | | | | | | | | | |
| 10 | 422.1 PURPOSE AND SCOPE | 3/21/2011 | CALEA:1.1.4 | | | | | | | | | | | |
| 11 | 208.8 DAILY TRAINING BULLETINS | 3/21/2011 | CALEA:1.1.4 | | | | | | | | | | | |
| 12 | 380.3 DUTIES OF RESERVE SCOFFERS, Deputies; | 5/6/2011 | CALEA:1.2.1 | | | | | | | | | | | |
| 13 | 100.2 PEACE OFFICER POWERS | 3/21/2011 | CALEA:1.2.1 | | | | | | | | | | | |
| 14 | 350.1 PURPOSE AND SCOPE | 3/21/2011 | CALEA:1.2.1.12.5 | | | | | | | | | | | |
| 15 | 350.6 FIREARMS REQUIREMENTS | 3/21/2011 | CALEA:1.2.1.16.3.1 | | | | | | | | | | | |
| 16 | 312.1 PURPOSE AND SCOPE | 3/21/2011 | CALEA:1.2.2 | | | | | | | | | | | |
| 17 | 440.3 FIELD INTERVIEWS | 3/21/2011 | CALEA:1.2.2 | | | | | | | | | | | |
| 18 | 100.3 CONSTITUTIONAL REQUIREMENTS | 3/21/2011 | CALEA:1.2.3 | | | | | | | | | | | |
| 19 | 900.9.5 ATTORNEYS AND BAL. BONDSMEN | 3/21/2011 | CALEA:1.2.3.72.7.1.42.2.10 | | | | | | | | | | | |
| 20 | 510.6 SECURITY OF VEHICLES AND PROPERTY | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 21 | 322.1 PURPOSE AND SCOPE | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 22 | 440.4 PAT-DOWN SEARCHES | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 23 | 510.5 VEHICLE SEARCHES | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 24 | 406.3.1 CONSENT | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 25 | 322.2 REASONABLE EXPECTATION OF PRIVACY | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 26 | 992.2 DEFINITIONS OF SEARCHES | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 27 | 322.3 SPECIFIC SITUATIONS | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 28 | 322.3.1 RESIDENCE | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 29 | 322.3.1 EMERGENT CIRCUMSTANCES | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 30 | 322.3.3 PLAIN VIEW | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 31 | 406.3 SEARCHES AT CRIME OR DISASTER SCENES | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 32 | 322.3.2 CONSENT | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 33 | 902.5 PAT-DOWN SEARCHES | 3/21/2011 | CALEA:1.2.4 | | | | | | | | | | | |
| 34 | 344.1.1 REPORT PREPARATION | 3/21/2011 | CALEA:1.2.4.70.1.1.1 | | | | | | | | | | | |
| 35 | 900.9.2 RECEIPT OF PRISONERS | 3/21/2011 | CALEA:1.2.5.82.2.1 | | | | | | | | | | | |
| 36 | 420.4 CITATION RELEASE ON MISDEMEANOR WARRANTS | 3/21/2011 | CALEA:1.2.5.82.2.3.82.1.2.72.5.5.72.5.4.72.5.1.71.1.1.70.1.6 | | | | | | | | | | | |
| 37 | 420.3 DEPARTMENT PROCEDURE | 3/21/2011 | CALEA:1.2.6 | | | | | | | | | | | |
| 38 | 420.2 STATUTORY REQUIREMENTS | 3/21/2011 | CALEA:1.2.6 | | | | | | | | | | | |
| 39 | 420.1 PURPOSE AND SCOPE | 3/21/2011 | CALEA:1.2.6 | | | | | | | | | | | |
| 40 | FIELD CITATIONS | 3/21/2011 | CALEA:1.2.6 | | | | | | | | | | | |
| 41 | Agency/Accreditation Report_06-02 | 3/21/2011 | CALEA:1.2.6 | | | | | | | | | | | |



Updates

Based on ever-changing Federal & State statutes and case law, Lexipol's Annual Update service includes:

- Updates twice a year
- Urgent Updates as needed

Intelligent Updating

Lexipol

New Manuals and Updates

Gordon Graham, (Administrator)
Graham County Sheriff's
Department / CA

Graham County Sheriff's Department - Update Policy Manual
Policy 218 - CONCEALED WEAPON LICENSE

Update Subscription

Current

Updated

Manage Manuals

Accept New Manual/Updates

Edit or View Manual

Manage DTBs

Accept New DTB&Iphrases

Edit or View DTBs

Other Options

Daily Training Bulletins

Maintain User Accounts

Reports

Change Password

Quick Links

Support Forum

Lexipol Home

218-4 LIMITED BUSINESS LICENSE TO CARRY A CONCEALED WEAPON

An individual who is not a resident of the Parish of Gordon, but who otherwise successfully completes all portions of phases one and two above, may apply for and be issued a limited license subject to the following:

- a. The applicant physically spends a substantial period of working hours in the applicant's principal place of employment or business within the Parish of Gordon.
- b. Such a license will be valid for a period not to exceed 90 days from the date of issuance.
- c. The applicant shall provide a copy of the license to the licensing authority of the city or county in which the applicant resides.
- d. Any application for renewal or re-issuance of such a license may be granted only upon concurrence of the original issuing authority and the licensing authority of the city or county in which the applicant resides.

218-4 LIMITED BUSINESS LICENSE TO CARRY A CONCEALED WEAPON

The authority to issue a limited business license to carry a concealed weapon to a non-resident applicant is finalized only to the Sheriff of the county in which the applicant resides. A chief of a municipal police department may not issue limited licenses (Title Code 3-205(a) (2)(iv)). Therefore, such applicants may be referred to the Sheriff for processing.

An individual who is not a resident of the County, but who otherwise successfully completes all portions of phases one and two above, may apply for and be issued a limited license subject to approval by the Sheriff and subject to the following:

- a. The applicant physically spends a substantial period of working hours in the applicant's principal place of employment or business within the Parish of Gordon.
- b. Such a license will be valid for a period not to exceed 90 days from the date of issuance.
- c. The applicant shall provide a copy of the license to the licensing authority of the city or county in which the applicant resides.
- d. Any application for renewal or re-issuance of such a license may be granted only upon concurrence of the original issuing authority and the licensing authority of the city or county in which the applicant resides.

© 1995 - 2008 Lexipol, LLC - All rights reserved

Update Release Notes

CA June 2009 Release Notes
Page 3 of 27

MODIFIED SUBSECTION

The Shooting Policy subsection 304.1.1 (c)1 has been rewritten to clarify that deadly force is an option against any animal that poses a threat to human safety.

304.1.1 (C)1

~~Officers/Deputies are authorized to use deadly force against an animal in circumstances where officers/deputies encounter the unexpected dangerous animal or are surprised by an animal which reasonably appears to pose an imminent threat to the safety of officers/deputies or others human safety and alternative methods to neutralize the threat are not reasonably available or would likely be ineffective; officers are authorized to use deadly force to neutralize such a threat.~~

MODIFIED SECTIONS

The following sections are modified to remove the term "lesser force" which could be interpreted to infer a force continuum. Also adds restrictive language against intentionally targeting vital areas when not reasonably justified.

308.2 BATON/ASP GUIDELINES (BEST PRACTICE)

~~The baton/ASP is authorized for use when, based upon the circumstances perceived by the [officer/deputy], lesser such force reasonably appears justified and necessary force would not reasonably appear to result in the safe control of the suspect.~~

~~The need to immediately incapacitate the subject must be weighed against the risk of causing serious injury. The head, neck, throat, spine, heart, kidneys and groin should not be intentionally targeted except when the [officer/deputy] reasonably believes; the suspect may cause serious bodily injury or death to the [officer/deputy] or others.~~

308.3 TEAR GAS GUIDELINES (BEST PRACTICE)

~~The use of tear gas for crowd control/dispersal or against barricaded suspects shall be based on the circumstances. The [Watch Commander, Incident Commander or Crisis Response Unit Commander] may authorize the delivery and use of tear gas, evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary lesser force would not reasonably appear to result in the safe control of the suspect(s). When practical, fire personnel should be afforded or summoned to the scene to control any fires and to assist in providing medical aid or gas evacuation~~

Auditing and Oversight

Lexipol

Override/Remove Report

Chavez, (Administrator)
Azusa Police Department / CA

[Home](#)

Manage Manuals

Accept New Manuals/Updates
Edit or View Manuals

Manage DTBs

Accept New DTBs/Updates
Edit or View DTBs

Other Options

Daily Training Bulletins
Maintain User Accounts
Reports
Change Password

Quick Links

Support Forum
Lexipol Home

[Log Off](#)

Manuals [Policy Manual](#)

[Run Report](#) [Export to Excel](#) [Print](#)

[Close](#)

| Number | Title | Edit Level | Status | Creation Date | Modify Date |
|----------|--|--------------|----------|---------------|-------------|
| 0 | Law Enforcement Code of Ethics | customizable | Override | 2008-09-06 | 2008-09-01 |
| 1000.1 | PURPOSE AND SCOPE | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1000.2 | APPLICANT QUALIFICATIONS | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1000.3 | STANDARDS | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1000.31 | OPERATION OF A MOTOR VEHICLE | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1000.32 | INTEGRITY | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1000.33 | CREDIBILITY AS A WITNESS IN A COURT OF LAW | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1000.34 | DEPENDABILITY | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1000.35 | LEARNING ABILITY | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1000.36 | PERSONAL SECURITY | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1000.37 | MINIMUM INNER PRENSURE | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1000.38 | ILLEGAL USE OR POSSESSION OF DRUGS | bestPractice | Remove | 2008-08-13 | 2008-08-13 |
| 1014.2.2 | NOTIFICATION | customizable | Remove | 2008-08-13 | 2008-08-13 |
| 1016.2.1 | EXPOSURE CONTROL OFFICER | bestPractice | Override | 2007-09-06 | 2007-09-06 |
| 1016.3.1 | PERSONAL PROTECTIVE EQUIPMENT | bestPractice | Override | 2007-09-06 | 2007-09-06 |
| 1016.3.7 | USE OF WASTE CONTAINERS | bestPractice | Override | 2007-09-06 | 2007-09-06 |
| 1016.4.2 | DECONTAMINATION OF CLOTHING | bestPractice | Override | 2007-09-06 | 2007-09-06 |
| 102.12 | SUPERVISOR REPORTING REQUIREMENTS | bestPractice | Override | 2007-09-06 | 2007-09-06 |
| 1020.1.1 | Sheriff Candidate Requirements | State | Remove | 2008-08-13 | 2008-08-13 |
| | PERSONNEL COMPLAINTS DEFINED | bestPractice | Override | 2007-04-18 | 2007-04-18 |

© 1995 - 2008 Lexipol, LLC - All Rights Reserved

Manual Acceptance

Manual Acceptance

I hereby acknowledge I have been provided access to the Policy Manual and I understand it is my responsibility to review and become familiar with the manual and to comply with all provisions of the manual. I further acknowledge that if I have any questions or do not understand any portion of the manual I will seek clarification from my supervisor.

Agreed (Wed Nov 24 14:25:28 PST 2010)

Submit

Cancel

Exception Reporting

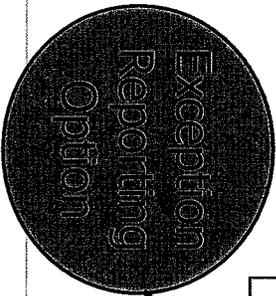
Mandatory Fields:

| | |
|---------------|--------------|
| Manual Name | Policy Area: |
| Report Type | Not Accepted |
| Adoption Date | 7/30/2013 |

Employee

Note: For all employees leave this field blank

| |
|-----------------|
| Select Employee |
| Dieter Lisars |



Run Report

Export to Excel

Print

Close

| User ID | First Name | Last Name | Manual | Adoption Date | Issue Date | Publish Date | Acknowledge Date |
|---------|------------|-----------|--------|---------------|------------|--------------|------------------|
|---------|------------|-----------|--------|---------------|------------|--------------|------------------|

Please choose the manual and report type, then click Run Report.

Clean and Easy-to-Read Final

Policy

300

Azusa Police Department
Policy Manual

Use of Force

300.1 PURPOSE AND SCOPE

This policy recognizes that the use of force by law enforcement requires constant evaluation. Even at its lowest level, the use of force is a serious responsibility. The purpose of this policy is to provide officers of this department with 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, each officer is expected to use these guidelines to make such decisions in a professional, impartial and reasonable manner.

300.1.1 PHILOSOPHY

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 human encounters and when warranted, may use force in carrying out their duties.

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

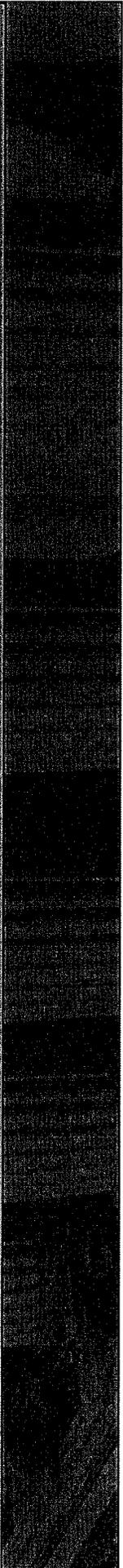
The Department recognizes and respects the value of all human life and dignity without prejudice to anyone. It is also understood that vesting officers with the authority to use reasonable force and protect the public welfare requires a careful balancing of all human interests.

Auto-Updating TOC and Index

Azusa Police Department
Policy Manual

Table of Contents

| | |
|--|-----------|
| Law Enforcement Code of Ethics | 1 |
| Chapter 1 - Law Enforcement Role and Authority..... | 6 |
| 100 - Law Enforcement Authority..... | 7 |
| 102 - Chief Executive Officer..... | 8 |
| 104 - Oath of Office..... | 9 |
| 106 - Policy Manual | 10 |
| Chapter 2 - Organization and Administration..... | 13 |
| 200 - Organizational Structure and Responsibility..... | 14 |
| 204 - Departmental Directives | 15 |
| 206 - Disaster Plan | 16 |
| 208 - Training Policy | 17 |
| 209 - Information Technology Appropriate Use Policy | 18 |
| 214 - Administrative Communications | 24 |
| 216 - Staffing Levels | 25 |
| 218 - Concealed Weapon License..... | 26 |
| 220 - Retired Officer CCW Endorsements..... | 32 |
| Chapter 3 - General Operations | 34 |
| 300 - Use of Force..... | 35 |
| 304 - Shooting Policy..... | 40 |



Daily Training Bulletin (DTB)

"It's often more difficult to defend an agency that has a policy they don't follow than to defend an agency without a policy."

Daily Training Bulletin (DTB)

Content

- Scenario
- Policy Reference
- Analysis
- Learning Objective
- Test

Structure

- 365 Unique Scenarios
- Agency can author then add/replace DTBs with agency specific topics
- High Risk / Low Frequency Events
- Officer Tracking
- Flexible Reporting

DTB Access

Lexipol

Daily Training Bulletins

Felipeza, (Administrator)
Azusa Police Department, CA

Select the Year followed by Month to view the list of available Daily Training Bulletins

Year: Month:

| DTB Day | Title | Manual |
|---------------------------|---|---------------|
| 8/17/2008 | USE OF FORCE OFFICER INVOLVED SHOOTING-Administrative Investigation | Policy Manual |
| 8/11/2008 | INVESTIGATIONS AND ENFORCEMENT-MENTAL ILLNESS COMMITMENTS-Officer Considerations and Responsibilities | Policy Manual |
| 8/2/2008 | INVESTIGATIONS AND ENFORCEMENT-SEXUAL ASSAULT VICTIMS DNA RIGHTS-Victim Confidentiality | Policy Manual |
| 8/3/2008 | VEHICLE OPERATIONS-MOBILE DIGITAL TERMINAL USE-Use While Driving | Policy Manual |
| 8/4/2008 | INVESTIGATIONS AND ENFORCEMENT-CORI Review of CORI | Policy Manual |
| 8/5/2008 | CUSTODY AND DETENTION-FIELD INTERVIEWS AND PHOTOGRAPHING FIELD DETAINEES-Part-Down Searches | Policy Manual |
| 8/6/2008 | VEHICLE OPERATIONS-VEHICLE PURSUIT POLICY-Inter-Jurisdictional Considerations | Policy Manual |
| 8/7/2008 | EQUIPMENT-FIREARMS POLICY-Storage of Firearms at Home | Policy Manual |
| 8/9/2008 | INVESTIGATIONS AND ENFORCEMENT-DISCIPLINARY POLICY-Performance | Policy Manual |
| 8/10/2008 | EQUIPMENT-UNIFORM REGULATIONS-Unauthorized Uniforms, Equipment and Accessories | Policy Manual |
| 8/11/2008 | USE OF FORCE-USE OF FORCE-Non-Ready Force Application | Policy Manual |
| 8/12/2008 | INVESTIGATIONS AND ENFORCEMENT-DOMESTIC VIOLENCE Reporting of Domestic Violence | Policy Manual |
| 8/13/2008 | EQUIPMENT-FIREARMS-Audited/Off-Duty Weapons | Policy Manual |
| 8/14/2008 | OFFICER SAFETY AND TACTICS-TERRORISM-Car Bombs | Policy Manual |
| 8/15/2008 | PERSONNEL-DISCRIMINATORY HARASSMENT-Discrimination | Policy Manual |
| 8/16/2008 | CUSTODY AND DETENTION-TEMPORARY CUSTODY OF JUVENILES-Suicide Prevention of Juveniles in Custody | Policy Manual |
| 8/18/2008 | VEHICLE OPERATIONS-VEHICLE PURSUIT POLICY-Pursuit Driving Tactics | Policy Manual |

© 1995 - 2008 Lexipol, LLC - All Rights Reserved

[Home](#)

Manage Manuals

[Accept New Manual/Updates](#)
[Edit or View Manual](#)

Manage DTBs

[Accept New DTBs/Updates](#)
[Edit or View DTBs](#)

Other Options

[Daily Training Bulletins](#)
[Maintain User Accounts](#)
[Reports](#)
[Change Password](#)

Quick Links

[Support Forum](#)
[Lexipol Home](#)

[Log Off](#)



DTB Question

Daily Training Bulletin - Review Question

3 / 4 / 2009

Please answer the following question, and submit your response using the button at the bottom of the page. You may change your answer at any time prior to submission.

OFFICER SAFETY AND TACTICS-Domestic Violence

You have been dispatched to a domestic violence call at the Lexipol reference. This is the fifth or sixth time this month. Every call seems to follow the same pattern. You arrest Mr. Landry, if he has bonds that are not paid, the cycle continues. As the policy specialist sends you a text message, Stan Covert, the book you use,

The book you arrive at the same time and you briefly discuss your strategy. You walk up to the door and ... A. Of a sudden you hear a gun shot. You look around and see Mr. Landry standing at the front door with the gun. You immediately take cover behind your partner.

ISSUE IS A RECENT DOMESTIC VIOLENCE CALL EVER REALLY SCARY?

QUESTION:

It is not that it is necessarily practice your tactics when dealing with domestic violence calls.

- True
- False

Back

Submit Answer

DTB Reporting

Lexipol

DTB Report

lexadmin, (Administrator)
Hillsdale Police Department / IL

HOME

Manage Manuals

Accept New Manual/Updates
Edit or View Manuals

Manage DTBs

Accept New DTBs/Updates
Edit or View DTBs

Other Options

Daily Training Bulletins
Maintain User Accounts
Reports
Change Password

Quick Links

Support Forum
Lexipol Home

Log Off

Month/Year

July

2008

Officers

All

Run Report

Export to Excel

Print

Close

| DTB Date | Title | Officer | Date Taken |
|------------|---|------------------------|------------|
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Joseph Lukaszek | 2008-07-10 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | James Abernante | 2008-07-18 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Daniel Brown | 2008-07-09 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Robert Ramirez | 2008-07-16 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Carla Viscioni | 2008-07-10 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Anthony Milazzo | 2008-07-19 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Mark Kosciuch | 2008-07-14 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Timothy Abner | 2008-07-16 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Michael Reed | 2008-08-02 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Daniel Murphy | 2008-07-22 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Leith Ibrahim | 2008-07-11 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Michael Burtek | 2008-07-15 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Christopher Villarreal | 2008-07-21 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Brian Ralier | 2008-07-22 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Kira Petronella | 2008-07-12 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Daniel Pereda | 2008-07-12 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Christopher Muhl | 2008-07-17 |
| 2008-07-01 | VEHICLE OPERATIONS-PERSONAL COMMUNICATION DEVICES - Use While Driving | Michael Krueger | 2008-07-23 |

© 1993 - 2008 Lexipol LLC - All Rights Reserved

DTB Reporting

* Mandatory fields.

| | | | |
|----------------|---------------|----------------------|----------------------|
| + Start Date | Date | <input type="text"/> | <input type="text"/> |
| + End Date | Date | <input type="text"/> | <input type="text"/> |
| + Report Type: | OTB-Not Based | <input type="text"/> | <input type="text"/> |

Employees:

Note: For all employees leave this field blank

| |
|-----------------|
| Select Employee |
| Use Employee |

Exception Reporting Option

OTB Title (Optional):

| | | | |
|------------|-----------------|-------|-------|
| Run Report | Export to Excel | Print | Close |
|------------|-----------------|-------|-------|

Lexipol Risk Management Analysis

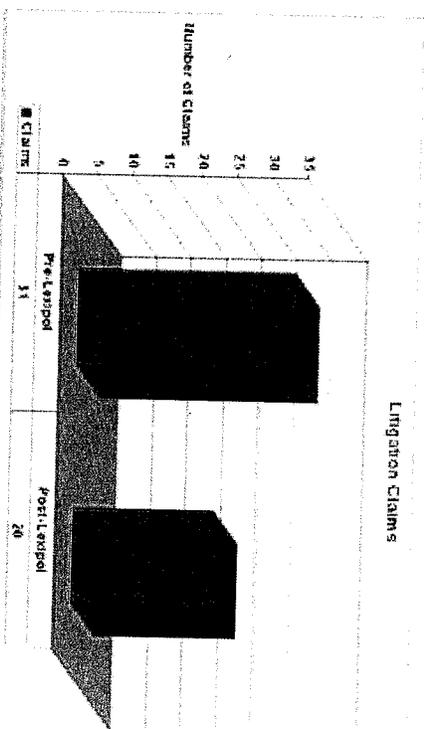
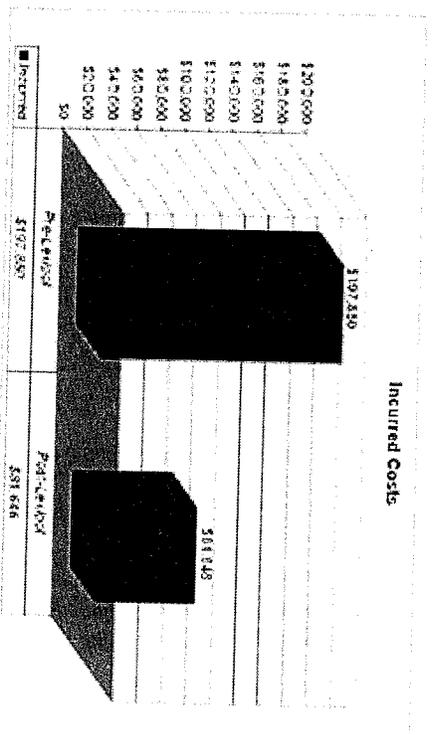
2 year post-implementation (Oregon)

- Two years post Lexipol implementation, Lexipol users have 69% fewer litigated claims compared to pre-Lexipol
 - Claims that have litigated have, on average, \$7k paid out instead of \$20k pre-Lexipol
- Lexipol agencies have yet to incur a personnel and employment claim while non-Lexipol agencies have had 4 for over \$328k

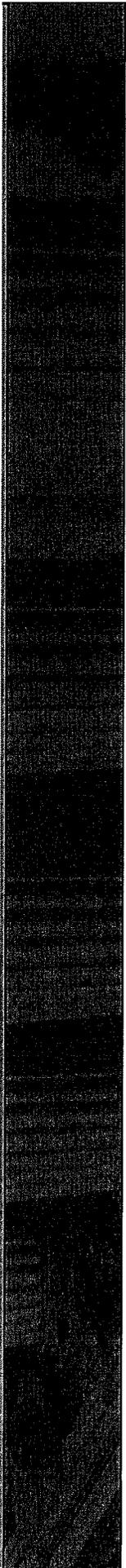
Lexipol Risk Management Analysis

Summary of Key Lexipol Findings

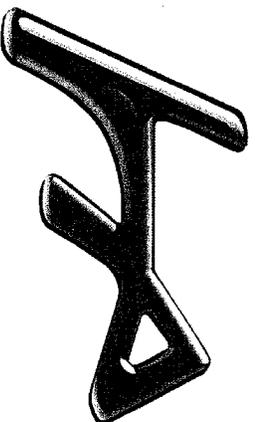
The trend below represents incurred costs and litigation claims for pre- and post Lexipol implementation:



* Data courtesy of City County Insurance Services - Oregon
Full analysis available upon request. Please contact Lexipol.



Discussion and Next Steps



Lexipol

Predictable is Preventable[®]