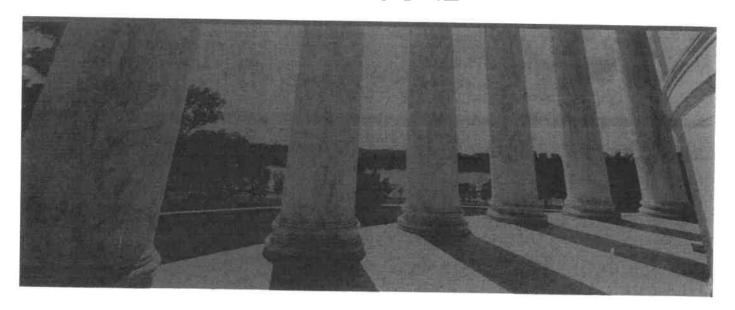
IIIILEXIPOL

SOLUTIONS PROPOSAL



PREPARED FOR: Cresco Police Department

Chief Tim Ruroden crescopd10@gmail.com (563) 547-1724

PREPARED BY: Karen James kjames@lexipol.com (949) 325-1230

2801 Network Boulevard, Suite 500 Frisco, Texas 75034 (631) 786-8643 www.lexipol.com



Prepared By: Karen James

Email: kjames@lexipol.com

Phone: (949) 325-1230

Proposal

Quote #: Date:

Q-04556-2 7/25/2019

Valid Through:

8/9/2019

Overview

Lexipol is America's leading source of state-specific policy and training solutions that reduce risk, lower litigation costs and improve personnel safety in public safety agencies. The services proposed below are designed to guide your agency in providing up-to-date, legally defensible policy and training content to your personnel.

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 4,317.00	10%	USD 432.00	USD 3,885.00
	Subscription Line Items Total			USD 432.00	USD 3,885.00
1	Law Enforcement Group Integration Workshop (XX Attendees)	USD 2,195.00	100%	USD 2,195.00	USD 0.00
	One-Time Line Items Total		THE REAL PROPERTY.	USD 2,195.00	USD 0.00
				USD 2,627.00	USD 3,885.00
				Discount:	USD 2,627.00
				TOTAL:	USD 3,885.00

^{*}Law Enforcement pricing is based on 7 Law Enforcement Sworn Officers.

Notes

Pricing based on 7 FT + 2 PT sworn (7 FTE)

Discount Notes

10% EMC member annual subscription discount. No charge for lowa Group Workshop if start with Lexipol on or before 8/9/2019.



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Agency's Address:	Cresco Police Department 130 N Park PI Cresco, Iowa 52136						
Attention:	Chief Tim Ruroden						
Lexipol's Address:	2801 Network Boulevard, Suite 500 Frisco, Texas 75034						
Attention:	Karen James						
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, (c) Exhibit B (General Terms and Conditions) attached to this cover sheet, and (d) Exhibit C (Scope of Services) attached to this cover sheet. 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						
Signature:	Signature:						
Print Name:	Print Name:	Van Holland					
Title:	Title:	Chief Financial Officer					
Date Signed:	Data Cianadi						

EXHIBIT B

GENERAL TERMS AND CONDITIONS

- 1. <u>Definitions</u>. 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 and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).
- 1.3 <u>Initial Term/Contract Year</u>. "Initial Term" means the twelve-month period commencing on the Effective Date and "Contract Year" means 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 <u>Derivative Work</u>. "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 <u>Effective Date</u>. "Effective Date" means the date specified on the cover sheet to which these General Terms and Conditions are attached.
- 1.6 <u>Subscription Materials</u>. "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. <u>Term and Termination</u>.

- 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 Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), 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 Confract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.
- Z.2 <u>Termination</u>. 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 <u>Effect of Expiration or Termination</u>. 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 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this

3. Subscription Fees, Etc.

- 3.1 <u>Subscription Fee/Involcing.</u> Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee 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. Lexipol reserves the right to increase pricing for subsequent Contract Years.
- 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.
- 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 prep ared 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, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, 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 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 such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also 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.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

- 8. <u>Policy Adoption</u>. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) 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 and DTB.
- 9. <u>Disclaimer of LiabIlity</u>. 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. <u>Limitation of Liability</u>. 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.
- Confidentiality. From time to time during the term of this Agreement, either party may be 12, 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 Freedom of Information Act (FOIA) request, or Public Records Act (PRA) 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.

Miscellaneous.

- 13.1 <u>Governing Law</u>. 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 <u>Headings</u>. 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 <u>Counterparts</u>. 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 <u>Amendment</u>. 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 <u>Notices</u>. 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 <u>Waiver</u>. 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

EXHIBIT C

Scope of Services

Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- · Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- · Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Group Integration Workshop

Keep your policy implementation project on track with weekly sessions led by a Lexipol Implementation Specialist experienced in policy implementation. After these sessions, you will have reviewed approximately 80% of the Lexipol manual, empowering your project manager to complete implementation independently.

- Weekly 90-minute group sessions for 13 weeks
- Review of key policies in group setting
- Assignments identify which policies to focus on for the coming week
- Time allotted for questions that surface during your policy review process
- Office hours (2 hours/week) available for support outside of class





MANAGING POLICY JUST GOT EASIER

LEXIPOL'S 13-WEEK GROUP INTEGRATION WORKSHOP IS BACK!

Lexipol Special Limited Time Offer for IPCA and ISSDA Members



Lexipol, the most trusted name in policy management and integrated policy training, is offering a quick-start policy solution through our partnerships with both the Iowa Police Chiefs Association and the Iowa State Sheriffs' & Deputies' Association. For a limited time, Iowa agencies will receive our 13-week Group Integration Workshop at no additional cost (a \$2,195 value).

Here's how it works:

- Subscribe to Lexipol's Iowa Law Enforcement Policies and Training service by August 9, 2019.
- Starting in September, you'll join other lowa law enforcement agencies in 13 weeks of group sessions designed to lead you through customizing your new policy manual.
- Lexipol's expert staff will be available for an additional 2 hours of open office hour support every week need it.
- At the end of the 13 weeks, you could have as much as 80% of your manual complete, and you'll have the tools to complete the project on your own.

Customers who take advantage of our implementation assistance typically publish their policies 5 times faster than those who go it alone. Don't miss this opportunity to tap into free implementation assistance!

To request sample policies or schedule a demo, please contact Karen James at 949-325-1230 or kjames@lexipol.com.

Please ask about our prorated payment plan to help get you started in 2019!

Trusted by More Than 3,500 Public Safety Agencies in 35 States

"I found several benefits to the weekly workshop sessions from experts explaining the 'why' behind best practices, experienced facilitators discussing formatting and how to use the system, and the ongoing dialogue with other department users. I would recommend taking advantage of this process."

Chief Diane Venenga, North Liberty Police Department (IA)

"Implementation of the Lexipol Policy Manual was a beneficial, yet time intensive, undertaking for our agency in the pursuit of continued excellence. Having the opportunity, on a weekly basis, to speak with a Lexipol KMS expert was a valuable means in learning the simple facets of the KMS platform. The weekly Group Workshop also provided an opportunity to prepare policy for the upcoming session, and then discuss the policy content with the Lexipol member and in-state colleagues. This discussion was helpful in resolving policy content questions that arose during the policy preparation."

Chief Dennis Reilly, Grinnell Police Department (IA)



GROUP INTEGRATION WORKSHOP TESTIMONIALS

"Implementation of the Lexipol Policy Manual was a beneficial, yet time intensive, undertaking for our agency in the pursuit of continued excellence. Having the opportunity, on a weekly basis, to speak with a Lexipol KMS expert was a valuable means in learning the simple facets of the KMS platform. The weekly Group Workshop also provided an opportunity to prepare policy for the upcoming session, and then discuss the policy content with the Lexipol member and in-state colleagues. This discussion was helpful in resolving policy content questions that arose during the policy preparation."

Dennis Reilly, Chief of Police Grinnell Police Department, Iowa

"I was very impressed with the Lexipol Wisconsin Group Integration Workshop. The weekly sessions were extremely helpful in getting our policy manual implemented promptly. I highly recommend Lexipol for their high-quality policy manual, training, and customer service."

Chief Sean Marschke Sturtevant Police Department, Wisconsin

"I found the onboarding training very helpful. Gregg was a great facilitator and mentor, providing group and off-line individual assistance. The group discussions were helpful not only to understand Lexipol's methodologies, but also to learn how other agencies, of all sizes, are approaching the issues confronting our profession, as they relate to policy development."

Chief Chris P. Hughes Brodhead Police Department, Wisconsin

Executive Summary

Public safety agencies today face challenges of keeping personnel safe, reducing liability and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking agencies can struggle to keep up.

That is why Lexipol is pleased to present the Cresco Police Department with a proposal for a customized policy management, update and training solution.

Our program is designed to save you time and money while protecting your personnel. Our team of public safety lawyers and policy experts continually monitor national and lowa-specific policy changes. We then use these updates to help provide the content and training your department needs to minimize risk and effectively serve your community.

AGENCY GOALS

The Cresco Police Department is looking for a way to access comprehensive policies to limit agency risk and enhance personnel safety. By using Lexipol, you will achieve peace of mind knowing your policies are up-to-date and legally defensible. The incorporated policy training component reinforces your staff's understanding of policies and provides individual training acknowledgement.

Once you have high-quality policies in place, you want to be sure your personnel use them. The Lexipol program offers online access to your agency's policies through a web-based platform and mobile app. This flexibility allows your personnel to easily reference policies and complete training in the field. Using Lexipol's program will provide the Cresco Police Department with:

- Policies that reflect up-to-date industry standards and best practices
- Content specific to the laws and practices of lowa
- Daily scenario-based training that reinforces your agency's policies
- Timely updates in response to new legislation and case law

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for legally defensible policy content that was continually monitored and updated based on legislative changes. Since the company launch in 2003, Lexipol has grown to represent more than 3,000 public safety agencies across the United States.

Lexipol is the only company with public safety professionals, attorneys and subject matter experts working together to provide essential policies and policy management tools, from continuous updates to mobile access to daily training. Our legal and content development teams follow a rigorous multi-step process to evaluate content for new policies and policy updates, reviewing thousands of pieces of legislation each year.

Agencies that use our policy service have clear, effective policy manuals that reflect the true values and philosophy of their agency. Proven benefits of using the Lexipol system include reduced risk and cost associated with litigation, reduced time spent developing and maintaining policy, and an

increased ability to focus resources on other agency priorities. We look forward to working with the Cresco Police Department to realize these same benefits.

Scope of Services

Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- · Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Group Integration Workshop

Keep your policy implementation project on track with weekly sessions led by a Lexipol Implementation Specialist experienced in policy implementation. After these sessions, you will have reviewed approximately 80% of the Lexipol manual, empowering your project manager to complete implementation independently.

- Weekly 90-minute group sessions for 13 weeks
- Review of key policies in group setting
- Assignments identify which policies to focus on for the coming week
- Time allotted for questions that surface during your policy review process
- Office hours (2 hours/week) available for support outside of class

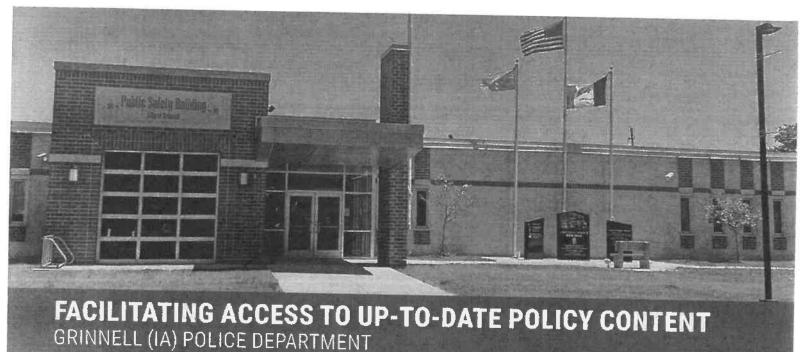
"I enjoyed the weekly workshop sessions. I believe you will get out of it what you put into it. The homework assignments made it a priority to do the needed research on the high liability policies and created an outline for internal staff discussion topics. This helped me be accountable and be ready for each weekly discussion. This program set the stage for us to continue incorporating about three policies a week until our manual completion. Plus, there were several side discussions about the best practices to publish the manual. I found several benefits to the weekly workshop sessions from experts explaining the "why" behind best practices, experienced facilitators discussing formatting and how to use the system, and the ongoing dialogue with other department users. I would recommend taking advantage of this process."

Diane Venenga, Chief of Police North Liberty Police Department, Iowa

"The Lexipol lowa Group Integration Workshop provided an excellent opportunity for practical experience utilizing the system in a collaborative environment. This experiential learning opportunity not only allowed for a greater understanding of how the system works, but also facilitated discussions on the background of specific policies and how they could be applied differently in each of the departments represented in the integration group. Without the Lexipol lowa Group Integration Workshop there would have been countless phone calls and emails from my department to the Lexipol staff in order to get our system fully integrated."

Chief Ron Burdess Newton Police Department, Iowa





The 14 sworn officers of the Grinnell Police Department serve a community of more than 9,000 residents in central lowa. The agency has been using Lexipol since 2016.

Lexipol allows

administrators to

provide good policy,

reinforce it through

THE CHALLENGE

In law enforcement, change comes quickly, driven by new legislation and evolution in best practices. It's difficult for most agencies to keep up-something Chief Dennis Reilly of the Grinnell Police Department (GPD) experienced first-hand. "We had relatively good policies but keeping them up to date in an ever-changing climate was a big challenge," he says. 66

Take use of force as an example: "Our Use of Force Policy included the force continuum," Chief Reilly says, "But many law enforcement experts started to advise against that. i spent almost a year working on a policy update, trying to get it done with all the other administrative duties I had to take care of."

As in most small departments, the burden of policy updates fell squarely on Chief Reilly's shoulders, but he had little time to devote to it. And even when he was able to author updates, getting them out to the officers was another challenge. "Our dissemination process was onerous," he says. "I would update or create a policy

in a Word document, then create a PDF of that policy. move that to the network drive and print out a copy to put in the manual we kept at the station." Tracking officer acknowledgement of policies was also done manually, further slowing the process.

The limited accessibility to the policies had a direct effect on the officers, too, "The only way they could access their manual was to consult the printed copy or go to the network-which had to be done in the office; it wasn't accessible from their in-car computers," Chief Reilly says. "While it worked for us." facilitate access to it & there was certainly room for improvement."

THE SOLUTION

review & training. Lexipol's Iowa Law Enforcement Policies and Training solution matched up perfectly with the policy challenges Chief Reilly faced. "Lexipol has subject matter experts and legal experts on staff who create and update the policies as needed," he says. "It's all web-based so my officers can access the policies in their car or at their work stations-and if





66

With Daily Training

subjects-pursuits, use of

force, dealing with the

mentally ill.

I'm at home I can pull up the policies on my cellphone." The system also tracks and documents officer acknowledgement of policies, putting an end to the paper-and-pen acknowledgment system.

Through the Daily Training Bulletins (DTBs), Lexipol also filled another need that had previously gone unmet at the GPD. "I like providing my officers with as much training as possible, but logistically I can't send them to training every week," Chief Reilly says. "With DTBs, they're getting daily training on high-risk subjectspursuits, use of force, dealing with the mentally ill. Instead of an officer reading a policy only when it's issued or when there's a potential policy violation, on a daily basis they are referencing policy that our training supervisor deems is important and appropriate."

The tools integrated into Lexipol's Knowledge Management System (KMS) offer additional opportunities for training. Chief Reilly sets recurring review dates for certain policies and KMS sends out reminders to officers on those dates. "As frequently as we choose, we can require officers to review a policy. We don't even have to think about it-the system sends it out for us, and documents it," he says.

THE RESULTS

Lexipol has been a big timesaver for the GPD. "I used to spend time going to various websites to review model policies or try to keep track of lowa code changes or court decisions, and think about

how that impacts our policy," Chief Reilly says. "I don't have to do that anymore because Lexipol is taking care of that for me." He also cites the accessibility of policy content and the reinforcement through training Bulletins, they're getting as huge benefits. daily training on high-risk

Recently, a Grinnell citizen's group became interested in the department's immigration violations policy. "In our prior policy manual, we didn't have a policy that addressed immigration," Chief Reilly says. "But Lexipol does, so when I met with the group, I was able

to pull up the policy and show them clearly what we can and cannot do, based on federal law and best practice. That was really nice."

As valuable as the policy content is, Chief Reilly underscores it is just one part of the comprehensive Lexipol system. "The policy is a big piece-but just one piece," he says. "You also get training, you get web-based access, you get tracking and reporting. Put simply, Lexipol allows administrators to provide good policy, facilitate access to it and reinforce it through review and training."



Located in the Pittsburgh metro area, the Castle Shannon Police Department (CSPD) has been using Lexipol since 2016. The department's 14 sworn officers protect a population of 8,300.

66

I wouldn't have been

able to do it on my

own-or it would have

taken a lot longer.

THE CHALLENGE

Chief Ken Truver made policy a priority from his first days at the CSPD. After retiring from another agency, he became CSPD chief in 2009. With his new position came the task of updating the department's policies.

"At that time, the department's policy manual was not digital, it was a 4-inch binder of legacy policy content, some of it dating back decades," Chief Truver says. "I brought some fresh ideas for policy and procedure from my previous agency, so I started updating some of the antiquated policies through General Orders."

Although he focused on the most important policies, such as those relating to officer safety and liability risk, Chief Truver was unable to make much progress. "I was trying to write new policy and update the old policy, incorporating current accreditation standards and case law," he says. "But I'm

a working chief. Trying to do all that while handling the other responsibilities was challenging. As soon as I would write a General Order or a policy, I'd be circling back to update it. I was treading water, running in place."

THE SOLUTION

After attending risk management presentations by Lexipol co-founder Gordon Graham for over a decade, Chief Truver was familiar with Lexipol. But it was a presentation through the Pennsylvania Chiefs of Police Association that underscored how Lexipol's Pennsylvania Law Enforcement Policies and Training solution fit the challenges he was facing.

"They demonstrated how they could help us put out a policy manual and they would do the updates for case law, legislation and best practices," Chief Truver says. "And there was the added benefit of the Daily Training Bulletins. In the

Lexipol CASE STUDY

CASTLE SHANNON (PA) POLICE DEPARTMENT

makes me more

an agency head.

past, officers would get their copy of the policy manual, and it would sit in the bottom of their locker, collecting dust. No one was training to the level that they should be on policy."

Chief Truver used Lexipol's Implementation Services to accelerate the implementation of the new policies and training. Pat Kane, a Lexipol Professional Services representative, assisted Chief Truver in sorting through the CSPD's legacy policy content and the more recent general orders. After cross-referencing the content with the Lexipol policies, they came up with a plan for reviewing and adopting Having Lexipol the new policies.

Chief Truver credits Implementation Services with efficient and productive. helping him complete the full It helps me shoulder the manual implementation in half the time he had estimated it would take. "Pat served as a project manager, putting together a schedule and keeping me on task," he says. "I wouldn't have been able to do it on my own-or it would have taken a lot longer."

Today, CSPD officers have access to the new manual in their cars and on their phones via the Lexipol app. Chief Truver says the transition to the new system went smoothly. "KMS [Lexipol's Knowledge Management System] is very user-friendly, it guides you through the process," he says. "The icons are easily recognizable. And of course the younger generation of officers is very quick to pick it up. A lot of the officers are taking their Daily

Training Bulletins on their phones. One of the benefits of delivering policy through an online platform is that it's accessible all the time. If we need to refer to a missing person's policy or investigative checklist, the officers can pull it up on their phones or in their car."

THE RESULTS

By using Lexipol for the CSPD's policy refresh, Chief Truver was able to finally complete the project hanging over his head for so long. "There's a huge feeling of accomplishment to have

it done," he says. "And it makes me feel more comfortable knowing the officers are meeting best practices, that they're up to date on Pennsylvania case law, and that they're reviewing the policies on a continual basis."

Chief Truver stresses that responsibility of being Lexipol helps the CSPD spend taxpayer dollars wisely. "Agency heads are constantly reviewing policy to try to keep up with case law and best practices," he says. "Having Lexipol do that makes me more efficient and productive. It helps me shoulder the responsibility

of being an agency head."

Ultimately, the biggest benefit may be invisible. "In patrol, we have a saying that you'll never know how many crimes you've prevented," Chief Truver says. "Similarly, if we're up to date on case law and training on policies, we're limiting liability. Who's to say how much money we're saving by possibly preventing a lawsuit?"