

COUNCIL MEETING AGENDA REQUEST FORM

COUNCIL MEETING DATE: July 25, 2023

SUBJECT/REASON FOR AGENDA ITEM: _____

Temporarily Alcohol Permit Waiver | Open Container Law Waiver
Other: _____

Please be specific about the reason to be on the agenda.

A resolution to authorize the Mayor to enter into agreement with Lexipol to write and implement policy and procedure manual for the police department in the amount of \$33,137.24

Requested By: Police
NAME: Chief Edwin Bergeron
ADDRESS _____
PHONE # _____ CELL PHONE: _____
EMAIL: _____ FAX: _____

Please note that the Hammond City Council meets the Second and Fourth Tuesday of the Month at 5:30pm, 312 East Charles Street, Hammond, LA 70401, All requests have to be submitted to the City Council Clerk by the Wednesday prior of the meeting no later than 4:30pm, All requests can be submitted electronically to banks_tm@hammond.org or fax (985) 277-5611. If you have any questions please call (985) 277-5610

BELOW TO BE FILLED OUT BY COUNCIL CLERK

DATE RECEIVED: _____ TIME RECEIVED: _____

Council Clerk: Lisa Cockerham Agenda Item Number _____

Approved: _____ (Yes) _____ (No)

Remarks: _____

Kip Andrews
Council President

_____ Date

Jana,

The Hammond Police Department have received three quotes to replace our current Policy and Procedures manual.

After evaluating the quotes the Daigle Law Group is too high (40,000.00), the Power DMS is a management system that manages your current policy and does not do what we need it to do(12,695.00), and Lexipol who will create a completely new policy manual. It's compliant with applicable laws and regulations, is readily accessible online via mobile devices, real time policy updates, and includes scenario-based daily training bulletins with tests to reinforce and demonstrate policy comprehension. Subscription cost is 18,535.20 for July 1, 2023 until June 30, 2024. There also is an implementation cost of 14,623.20.

I have attached all quotes and paperwork.

Chief Edwin Bergeron



MASTER SERVICE AGREEMENT

Agency's Name: Hammond Police Department
Agency's Address: 120 S Oak St POB 2788 Hammond, Louisiana 70401
Agency's Sourcewell Member ID: 2252
Attention: Mr. Edwin Bergeron Jr
Sales Rep: Jean Farmer
Lexipol's Address: 2611 Internet Boulevard, Suite 100 Frisco, Texas 75034

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

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this Cover Sheet
(b) Exhibit A - Selected Services and Associated Fees
(c) Exhibit B - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in Sourcewell Contract Number 011822-LXP (the Sourcewell Contract). In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Hammond Police Department

Lexipol, LLC

Signature:
Print Name:
Title:
Date Signed:

Signature:
Print Name:
Title:
Date Signed:

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Lexipol LE Policy Subscription-prorated

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures (Start: 8/1/2023 End: 7/30/2024)	USD 23,142.55	20%	USD 4,628.51	USD 18,514.04
	Subscription Line Items Total			USD 4,628.51	USD 18,514.04
				USD 4,628.51	USD 18,514.04
Lexipol LE Policy Subscription-prorated Sourcewell Discount:					USD 4,628.51
Lexipol LE Policy Subscription-prorated TOTAL:					USD 18,514.04

Implementation Project

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Law Enforcement Tier I Implementation & Tier II Implementation & Tier III Implementation & Tier IV Implementation & Tier V Implementation	USD 16,248.00	10%	USD 1,624.80	USD 14,623.20
	One-Time Line Items Total			USD 1,624.80	USD 14,623.20
				USD 1,624.80	USD 14,623.20
Implementation Project Sourcewell Discount:					USD 1,624.80
Implementation Project TOTAL:					USD 14,623.20

*Law Enforcement pricing is based on 83 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes
P1A/Sourcewell

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “party” and collectively as the “parties.”

1. **Definitions.** Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 **“Agency”** means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 **“Agency Data”** means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 **“Agreement”** means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 **“Effective Date”** means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the “Effective Date.”

1.5 **“Initial Term”** means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 **“Lexipol Content”** means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 **“Services”** means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. **Term; Renewal.** This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the “Custom Agreement Terms” section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. **Termination.**

3.1 **For Convenience; Non-Appropriation.** This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 **For Cause.** This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided 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.

3.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement for any reason, Agency’s access to Lexipol’s Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. 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, including payment obligations.

¹ Note: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. **Terms of Service.** The following terms and conditions govern access to and use of Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 **Professional Services.** Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 **Intellectual Property; License.** Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 **Agency Data.** Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. **Confidentiality.** During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

¹ LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMST Academy, Corrections1 Academy, and LocalGovIT.

² Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner, and always at least five (5) days prior to each grant application submission date. Agency is responsible for submitting final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the services.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may 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 personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party'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.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

Contract Records

Account Number: A-2750
Customer: Hammond Police Department (LA)
Employee Count: 104
Sales Rep: Jonathan Morejon
Type: Quote

Order Details

Order #: Q-215243
Quote Valid Until: 10/31/2023
Subscription Start Date: 12/1/2023
Subscription Term in Months: 12

Customer Contact

Billing Contact: Hammond Police Department (LA)
Angelo Monistere
Billing Address: 303 E. Thomas St.
Hammond, LA
Billing Contact Email: monistere_a@hammond.org
Billing Phone: (985) 277-5719
Billing Fax:

Shipping Contact :

Hammond Police Department (LA)
Angelo Monistere
Shipping Address: 303 E. Thomas St.
Hammond, LA
Shipping Contact Email: monistere_a@hammond.org
Shipping Phone: (985) 277-5719
Shipping Fax:

Payment Terms

Payment Term: Net 30

Notes:

PO Number:

Subscription Service

Item	Type	Qty	Total (USD)
PowerPolicy Professional Setup (Onboarding)	Services	1	\$2,100.00
This package ensures a smooth implementation and successful ongoing use of PowerPolicy. This package includes Implementation Management Led by a designated Implementation Specialist, guiding administrators through predetermined milestones to lead to a successful product launch, Project Management, Document and User Import and Site Configuration			
PowerPolicy Professional Subscription	Recurring	115	\$8,904.00
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side by side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects number of authorized user licenses for the software as-a-service subscription.			
PowerTraining	Recurring	115	\$1,691.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects number of authorized user licenses for the software as-a-service subscription.			
TOTAL:			\$12,695.00

This price does not include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are due upon the invoice due date. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV). The Subscription Start Date for each product shall be the signature date of Customer below unless otherwise specified in the product description above.

Terms & Conditions Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Accepted and Agreed By Authorized Representative of:
Hammond Police Department (LA)

Signature:

Printed Name:

Title:

Date

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

**PROPOSAL FOR SERVICES
POLICE CONSULTANT SERVICES**

FOR THE

HAMMOND LA POLICE DEPARTMENT



DLG

DAIGLE LAW GROUP, LLC

PROPOSAL PRESENTED BY
ERIC P. DAIGLE, ESQ.

DAIGLE LAW GROUP, LLC
960 S MAIN STREET PLANTSVILLE CT 06479
(860) 270-0060

WWW.DAIGLELAWGROUP.COM

POLICE CONSULTANT SERVICES

A. DLG Consulting Services

Daigle Law Group, LLC, Attorney Eric P. Daigle submits a proposal for Police Consulting Services for the Hammond LA Police Department. The Daigle Law Group, LLC (hereinafter "DLG"), incorporated in the State of Connecticut, is a law firm that takes great pride in providing our clients with specialized, focused representation. We provide police practices consultation to law enforcement agencies across the country in the area of operational liability, with an emphasis on policies, operations, and investigations. DLG focuses on police best practices, specifically in the areas of policy development, training, investigation, and operations.

Introduction:

A police department's policies and procedures provide the agency with core liability protection. Policies that are comprehensive and current are the backbone of effective and constitutional policing. It is not enough, however, to simply have sound policies. Officers must be trained on the policies, supervisors must hold officers accountable, and, when the policies are violated, a sound disciplinary process should be engaged.

A Police Department's policies and procedures shall reflect and express the Department's core values and priorities, while providing clear direction to ensure that officers lawfully, effectively, and ethically carry out their law enforcement responsibilities. Daigle Law Group, LLC developed the DLG Policy Center to meet the increasing need of Police Departments all across the United States. We are dedicated to working with Departments to develop sound, effective policies based on constitutional accreditation standards. Daigle Law Group operates under a philosophy that every Police Department is unique in its operation and structure. We work with Police Departments to mold proper standards into the operation and structure of the individual agency. Our clients range in size from small to very large departments, each with unique challenges.

Law enforcement operational standards dictate that police departments develop and maintain sound and proper policies and procedures. Utilizing the expertise of Attorney Eric Daigle, and a team of experts in law enforcement operations, we work with clients to analyze the risks associated with their current policies. Through a process of examination and analysis, we identify areas of risk and work to develop sound policies based on the principles of common law enforcement standards. We encourage members of the department, who are the subject matter experts, to be involved in every aspect of the process to ensure not only that the policies are sound, but that personnel understand and have confidence in them. We can review and revise individual department policies or conduct a complete policy manual review and revision. The Daigle Law Group is committed to working with the command staff of any police department to ensure that its policies meet the standards of effective and constitutional policing.



POLICE CONSULTANT SERVICES

B. Scope of Police Practices Consultant Services

As a Police Practices Consultant, Attorney Daigle provides resources and guidance to police organizations and management in multiple areas of law enforcement operation. Daigle Law Group, LLC is dedicated to forming a partnership with the management of the Hammond LA Police Department and the City of Hammond to identify and maintain a proper standard of law enforcement operation.

Daigle Law Group, LLC, through its principal Attorney Daigle provides the following proposed approaches, capabilities, and experiences in the following areas:

1. Department Policy and Procedure Development

Attorney Daigle has extensive experience in developing, implementing, and maintaining police policies, which meet local and national accreditation, while ensuring the Department complies with constitutional policing standards.

a. Approach

Through our process police departments are encouraged to mold the policy standards into their unique operational structure and practice. The process begins with an analysis of the department's current policies and procedures to identify a blueprint for success. Our consultants will work with the department, utilizing input from various department resources, to produce a model set of policies for consideration. We will then work with the department to modify the policies to meet the operational needs of the agency without undermining liability protections. Once complete, we will assist the department in providing training on the updated policies and maintaining effective updates on the policies.

DLG proposes the following methodology and dissemination process for development of policies. The process of policy development for the proposed options will maintain the same methodology.

1. DLG will review and analyze the current policy and procedure manual in operation at the Hammond LA Police Department.
2. DLG will utilize its model policies that meet the national standards including legal standards, Consent Decree and review of national accreditation standards in the form of model Policies and common police practices.

Proposal for Services

POLICE CONSULTANT SERVICES

3. Utilizing subject matter experts and legal counsel, the policies will be developed to meet LA law, court rulings, and state statutes.
4. The draft policies will be provided to the Hammond LA Police Department for review and approval.
5. A word version of the sample policies will be provided to the Hammond LA Police Department with guidance and instruction for final development and implementation. This must occur with an accountability mechanism to ensure that the version provided can be proven later if litigation occurs. The DLG Policy Center only uses PowerDMS as our document management software and an initial subscription will be purchased with this project.
6. After initial dissemination, a maintenance option will be provided for continuous evaluation of the policies and procedures based on Appellate and Supreme Court rulings, State Statutes, risk management practices and current law enforcement incidents.

We believe that every police department is unique. Therefore, it has long been the DLG methodology that if you only provide a police department with a set of model policies, and nothing more, you will only put a Band-Aid on future liability issues. The reason is that departments with limited skills and knowledge set may not properly implement the liability protector.

b. Capabilities and Experience

Attorney Daigle and the DLG Policy Center, a division of Daigle Law Group, LLC, currently works with multiple police departments around the Country and in Connecticut to review, revise, and develop new department policies. Attorney Daigle and the Consultants have worked on projects with agencies under Federal and State Consent Decrees to revise and implement new policies, which govern high liability and high frequency incidents. Attorney Daigle currently works with multiple departments to develop and implement policy and improve their operational management, including: Yale University Police Department, New Milford Connecticut Police Department, Middletown Connecticut Police Department, Westport Police Department, Greenville South Carolina Police Department, Lavonia Michigan Police Department, Niagara Falls New York Police Department, Puerto Rico Police, Anchorage Alaska Police Department, and Wichita Kansas Police Department, to identify a few.



Proposal for Services

POLICE CONSULTANT SERVICES

c. Timetables

Prior experience with full policy manual revisions has shown that a minimum of twelve (12) to eighteen (18) months is necessary to achieve completion. This figure incorporates the time necessary for both the police department and the consultants to find the best fit for the department, while maintaining the appropriate level of police practices. Additional time may be required, however, if issues such as union objection or legal oversight processes delay the process.

This project will be completed in stages. Stage one will include reviewing the current policies of Hammond Police Department, re-organizing and structuring policy index and developing (new) Hammond Police Department policies using the DLG Model Policies. The Department will take delivery of approximately 110-135 developed policies for their review. An Index of the anticipated policies can be found in Attachment A to this proposal. Stage two will include editing and finalizing the policies and Stage three will be meeting accreditation standards,

d. Price

Prices for these services are detailed in Section C below.

2. General Police Practices Consulting Services

a. Approach

Attorney Daigle and his consultants have extensive experience working with departments as police practices consultants. The scope of this advisement includes:

- Meet the requirements of the LA / CALEA Accreditation
- Revising, developing, implementing, and maintaining policies and training required by common police practices standards;
- Providing recommendations and guidance to implement and meet the standards of common police practices and Consent Decree requirements;
- Monitoring the department's field procedures and operations to assure implementation and compliance with common police practices and Consent Decree requirements, to include review of Internal Affairs investigations, use of force investigations, and stop and frisk standards;
- Working with the Chief of Police and department members to develop, update, and change operational standards; and
- Participating in the review of high liability field situations, including those involving the use of force and deadly force incidents.



Proposal for Services

POLICE CONSULTANT SERVICES

b. Capabilities and Experience

Attorney Daigle has extensive experience providing police practices consulting to police departments. These include work in Federal and State Consent Decrees and Operational Management Studies.

Our experience includes:

- Working as law enforcement officers and executives responsible for the development, implementation, management, and evaluation of policies and procedures;
- Providing expert assistance to a variety of law enforcement agencies on policing issues, including use of force policies, procedures and training, stop and detentions, community policing, complaint systems, disciplinary systems, investigations, and accountability mechanisms;
- Designing and implementing programs to correct systemic deficiencies in law enforcement agencies;
- Addressing legal issues specific to law enforcement;
- Monitoring and consulting with departments in responding to crisis situations following police shootings and other significant uses of force, and making the difficult judgments about the propriety of particular uses of force;
- Assisting in investigations of cases involving alleged excessive use of force;
- Working with government officials, police unions, and community groups on a variety of policing issues;
- Working with the U.S. Department of Justice investigating law enforcement agencies with systemic civil rights violations;
- Participating in public policy and criminal justice research to assess the impact of management systems on police integrity and police use of force;
- Designing and implementing leadership development programs to ensure that supervisors have the tools, ability, and will to uphold policies and procedures related to use of force and police integrity; and
- Compliance monitoring of law enforcement agencies.

c. Price

Police Practices Consulting will be conducted at an hourly rate. Prices for these services are detailed in Section C below.



POLICE CONSULTANT SERVICES

Technology has afforded us the means to effectively and efficiently provide this information to the officers working in your member department. With training budgets stressed to the max, as an industry we must find another way. Why not use technology in a format where officers can focus on a specific subject? The training can be accessed anywhere, any time through our DLG Learning Center.

C. Police Practices Consultant – Costs and Expenses

The most difficult part of this proposal is identifying the costs associated with completion of the requested scope of service. DLG will provide an itemized monthly invoice detailing all services rendered.

1. Policy Development:

The hourly rate for Attorney Daigle and consultants will be \$200 dollars an hour. *Based on our experience the revision of a complete Policy Manual takes approximately 18-24 months. This will include four (4) divisions: 1) Police (staff 89); 2) Records (2); Communications (12); Corrections (12, 3 per shift). We anticipate the cost to be **approximately \$40,000 to complete.**

*Please note: the client understands this is only an estimate and could be *more or less* based upon the difficultness of the project and the hours necessary to complete the project.

2. Police Practices Consulting:

Consulting services including accreditation consulting will be provided at the request of the Chief of Police on an as needed project basis for a rate of \$200 dollars an hour.

D. Consultant Qualifications

DLG brings to bear a wide breadth of experience that will facilitate high-quality evaluation and provide effective technical assistance to the Hammond LA Police Department.

Attorney Daigle and Attorney Race will serve as the points of contact between DLG and the Parties. In our experience, when assessing policy and procedure, working as a collaborative team yields the most positive results.