

Automated License Plate Reader (ALPR) Program **Protecting Public Safety Through Responsible Technology**

Pocatello Police Department
Prepared for Pocatello City Council
August 2026

Purpose

The Pocatello Police Department understands that using public safety technology should go hand in hand with transparency, accountability, and clear communication with elected officials and the community.

This briefing gives the Pocatello City Council an overview of the Department's Automated License Plate Reader (ALPR) Program. It describes why the Department uses ALPR technology, how it functions, what information is collected—and what is not—the legal framework that guides the program, Department policies and safeguards, oversight and accountability measures, and documented public safety results.

How ALPR Technology Works

1. A vehicle passes a fixed ALPR camera.
2. The camera captures an image of the vehicle and the visible license plate.
3. The system records the license plate number, vehicle image, date, time, and camera location. It does not capture faces, race, gender, biometric information, etc.
4. Authorized users may search historical observations for legitimate law enforcement purposes consistent with Department policy.

Governance Framework

The Department's ALPR program functions within a comprehensive governance structure that blends legal authority, written policies, operational procedures, and administrative oversight.

This structure includes:

- Federal constitutional protections
- Idaho statutory requirements
- Department Policy 433
- User training and authorization
- Access controls
- Search documentation

- Audit logging
- Semiannual compliance reviews
- Personnel accountability
- Administrative discipline when needed.

Instead of relying on a single safeguard, the Department implements multiple layers of oversight that work together to ensure responsible use of the technology.

Written Department Policy

Department Policy 433 establishes the operational standards governing the Department's use of Automated License Plate Reader technology.

The policy addresses:

- Authorized users
- Acceptable investigative purposes
- Prohibited uses
- Required verification before enforcement action
- Data management
- User responsibilities
- Audit requirements
- Administrative oversight

Appendix Reference: Department Policy 433 – Automated License Plate Readers.

Training & Authorized Access

Access to the ALPR system is restricted to authorized personnel who have completed the necessary training. The training covers constitutional considerations, Department policies, proper investigative use, documentation standards, privacy protections, user responsibilities, and accountability expectations. Nationwide access is disabled for searches involving ALPRs in the Pocatello city limits. Information obtained by cameras in city limits is accessible to regional law enforcement partners.

Audit Program

Regular audits are a cornerstone of the Department's oversight program. Audits evaluate user access, search documentation, appropriate system use, camera operation, policy compliance, and overall program accountability. Findings allow supervisors to verify compliance and implement corrective action when necessary.

Appendix Reference: Department ALPR Audit Reports.

Accountability

The Department maintains accountability through individual user credentials, search logging, supervisor review, compliance audits, administrative investigations when appropriate, and personnel discipline for policy violations.

Appendix References: Personnel Administration Rules (PAR) & Discipline Matrix

Vendor Agreements & Operational Standards

The Department's agreements governing the ALPR system establish operational responsibilities, system management requirements, and contractual obligations associated with the technology.

Appendix References: Flock Safety Contracts and Agreements & Right-of-Way Agreement

Common Questions

Question	Answer
Does the system identify people?	No. It identifies vehicles and visible license plates.
Does the Department use facial recognition?	No.
Can anyone search the system?	No. Access is limited to trained, authorized personnel.
Is every search documented?	Yes. Searches are logged and subject to audit.
Can I get a traffic infraction due to ALPR	No. ALPRs are not used to issue traffic infractions in the City of Pocatello
Are they used to enforce immigration	No. Pocatello Police does not use ALPRs for immigration purposes
Are they used for civil incidents	No. Pocatello Police does not use ALPRs for civil process/incidents/contact

Supporting Documentation

Appendix	Document
A	Legal Memorandum – Constitutional Authority Supporting ALPR Technology
B	Department Policy 433 – Automated License Plate Readers
C	Idaho Code § 49-1432
D	Department ALPR Audit Reports
E	Flock Safety Contracts & Agreements
F	Right-of-Way Agreement
G	Personnel Administration Rules (PAR)
H	Discipline Matrix

Key Takeaways

- The Department's ALPR program is governed through multiple layers of legal authority, written policy, training, supervision, auditing, and accountability.
- Administrative safeguards promote responsible use, transparency, and public trust.
- The appendices provide the detailed policies, legal authorities, audit reports, contracts, and administrative documents supporting the program.

Constitutional Authority Supporting the Use of Automatic License Plate Reader (ALPR) and Flock Safety Camera Systems

Introduction

Automatic License Plate Reader (ALPR) technology has become an increasingly important investigative tool for law enforcement agencies across the United States. Systems like Flock Safety cameras capture images of license plates and vehicles on public roads, allowing investigators to identify suspect vehicles, find stolen cars, and develop leads. As the use of this technology grows, courts have been asked to decide whether collecting and reviewing ALPR data is a search under the Fourth Amendment.

The cases discussed below illustrate the current legal framework governing ALPR technology. Supreme Court precedent establishes that individuals generally do not have a reasonable expectation of privacy in their movements on public roads. More recent state and federal decisions have applied those principles to modern ALPR systems and have mostly upheld their constitutional use.

United States v. Knotts, 460 U.S. 276 (1983)

Facts

Law enforcement suspected several individuals of manufacturing controlled substances. With the chemical supplier's consent, investigators placed a radio tracking beeper inside a container of chloroform purchased by one of the suspects. Officers then visually followed the vehicle while monitoring the beeper as it traveled along public roads until it reached a remote cabin, where an illegal drug laboratory was later found.

Legal Issue

Whether monitoring a tracking beeper to follow a vehicle traveling on public roads constitutes a "search" under the Fourth Amendment.

Holding

The United States Supreme Court unanimously ruled that monitoring the beeper while the vehicle was on public roads was not a Fourth Amendment search and therefore did not require a warrant.

Court's Reasoning

The Court explained that when a person travels on public roads, they voluntarily make their movements visible to the public. Anyone, including police officers, could observe the same travel. Since the beeper only improved officers' ability to follow the vehicle without revealing any private information, there was no reasonable expectation of privacy violation.

Importance to ALPR/Flock Cameras

Knotts remains the basis for modern ALPR litigation. Flock cameras do not monitor activity inside homes or other protected areas. Instead, they record vehicles and license plates that are already visible to the public. Courts consistently rely on Knotts when deciding that recording publicly visible license plates does not constitute a Fourth Amendment search.

United States v. Karo, 468 U.S. 705 (1984)

Facts

Federal agents installed a tracking beeper inside a container with the seller's consent. Unlike Knotts, investigators kept monitoring the beeper even after the container entered private homes and storage facilities where officers could not otherwise see its location.

Legal Issue

Whether using a tracking device inside a private residence without a warrant violates the Fourth Amendment.

Holding

The Supreme Court ruled that monitoring a beeper inside private homes is a Fourth Amendment search because it uncovers information that cannot be obtained through regular visual observation.

Court's Reasoning

The Court distinguished between public travel and private locations protected by the Constitution. While people have no reasonable expectation of privacy for movements on public roads, they have the highest expectation of privacy in their homes. Technology cannot be used to gather information from inside a residence without judicial approval.

Relationship to Knotts

Karo did not overrule Knotts. Instead, the decisions work together to establish a constitutional boundary.

- Public roadway surveillance generally does not constitute a search.
- Surveillance revealing information from private locations generally requires a warrant.

Impact on Modern ALPR Investigations

Karo emphasizes that ALPR systems are constitutional because they only gather information visible from public roads. Unlike the beeper in Karo, Flock cameras do not disclose activity inside homes or other private protected areas.

Schmidt v. City of Norfolk (E.D. Va. 2026)

Background

Plaintiffs challenged Norfolk, Virginia's citywide deployment of Flock Safety ALPR cameras, alleging that the automated collection, storage, and retrieval of vehicle location information violated the United States Constitution.

Plaintiffs' Constitutional Arguments

- Continuous collection of vehicle location data constituted an unreasonable search under the Fourth Amendment.
- Aggregation of historical vehicle travel created unconstitutional mass surveillance.
- The system infringed upon the constitutional rights to travel and freely associate.
- Long-term retention of vehicle information violated reasonable expectations of privacy.

Court's Decision

The United States District Court for the Eastern District of Virginia upheld Norfolk's Flock camera program and dismissed the constitutional challenge.

Why the Court Found the System Constitutional

The court heavily relied on *United States v. Knotts*, noting that motorists do not have a reasonable expectation of privacy in license plates displayed in public. The court determined that Flock cameras merely automate observations that police officers could lawfully make themselves. Since the cameras record only publicly visible information and do not intrude into private spaces protected by the Constitution, the system does not qualify as a Fourth Amendment search.

Current Appellate Status

The case has been appealed to the United States Court of Appeals for the Fourth Circuit. As of July 2026, the appeal is still pending. As a result, the district court decision currently acts as persuasive—but not binding—authority outside the Eastern District of Virginia.

Commonwealth v. Church (Virginia Court of Appeals 2025)

Facts

Investigators accessed historical Flock Safety ALPR records to identify a vehicle involved in a criminal investigation. The stored ALPR data showed the vehicle's presence at relevant locations without investigators first obtaining a search warrant.

Trial Court Ruling

The trial court suppressed the ALPR evidence, ruling that reviewing historical Flock camera data constitutes a Fourth Amendment search that requires a warrant.

Court of Appeals Reversal

The Virginia Court of Appeals reversed the suppression order, ruling that reviewing historical ALPR data from vehicles on public roads does not qualify as a search under the Fourth Amendment.

Fourth Amendment Analysis

The appellate court highlighted that drivers do not have a reasonable expectation of privacy in license plates displayed publicly. Since ALPR systems only automate observations that officers could lawfully make when standing by the road, reviewing stored ALPR data does not constitute a constitutional search.

Significance

Commonwealth v. Church is currently one of the strongest appellate decisions directly addressing Flock Safety technology. Unlike earlier GPS tracking cases, Church specifically examines historical ALPR data and concludes that warrantless review of publicly collected license plate information is constitutionally permissible. The opinion aligns with the reasoning of Knotts and Karo and provides significant persuasive authority supporting the lawful use of Flock ALPR systems in criminal investigations.

Conclusion

Current Fourth Amendment case law largely supports the constitutionality of ALPR technology when it captures vehicles on public roads. United States v. Knotts established that people do not have a reasonable expectation of privacy in their vehicles' public movements, while United States v. Karo clarified that constitutional issues only arise when surveillance reveals information from private spaces.

Recent decisions, including Schmidt v. City of Norfolk and Commonwealth v. Church, apply these established principles to modern ALPR systems and conclude that Flock Safety cameras simply automate observations already visible to the public. While more appellate guidance is anticipated as ALPR litigation progresses, the current trend favors the warrantless collection and review of license plate data from public roads, as long as the technology is used in a way that aligns with Fourth Amendment principles.

Automated License Plate Readers (ALPRs)

433.1 PURPOSE AND SCOPE

Automated License Plate Reader (ALPR) technology, also known as License Plate Recognition, provides automated detection of license plates. ALPRs are used by the Pocatello Police Department to capture data associated with vehicle license plates for official law enforcement purposes, including but not limited to identifying stolen or wanted vehicles, stolen license plates, and missing persons. ALPRs may also be used to gather information related to active warrants, suspect interdiction, and stolen property recovery.

433.2 DEFINITIONS

- (a) ALPR - Equipment consisting of cameras and computer software used to automatically recognize and interpret characters on vehicle license plates and capture digital images.
- (b) Alert - An indication by visual and/or auditory notice of a potential match between data stored and a license plate scanned by the system. An alert is not conclusive confirmation of a match, and further investigation is always required before taking enforcement action.
- (c) Digital Evidence Management Software - A Criminal Justice Information System (CJIS) compliant system for user maintenance, data queries, import and export of data, and notification functions of the central repository of data collected by the ALPR system. This application can be accessed and reviewed for investigative and administrative purposes by authorized users.

433.3 ADMINISTRATION OF ALPR DATA

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the department Flock Administrator(s), who can assign personnel under their command to administer the day-to-day operations.

433.4 ALPR OPERATION

Use of an ALPR is restricted to the purposes outlined below. Department personnel shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- (a) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

Automated License Plate Readers (ALPRs)

- (b) An ALPR shall only be used in accordance with Idaho law, 49-1432.
- (c) No ALPR operator may access the Idaho Law Enforcement Telecommunications System (ILETS) data unless otherwise authorized to do so.
- (d) Upon receiving an alert, and prior to initiating a traffic stop, the ALPR operator shall utilize all information available to determine the accuracy of the alert. A receipt of an alert is not sole justification to initiate a stop without verification.
- (e) Users conducting field operations, and equipped with an MDC, should login to the Flock interface at the beginning of their shift and keep the application open.

433.5 ALPR DATA COLLECTION AND RETENTION

All data and images gathered by an ALPR are for the official use of the Pocatello Police Department. Because such data may contain confidential ILETS or CJIS information, it is not open to public review. ALPR information gathered and retained by this department may be used and shared with prosecutors or others only as permitted by law.

All ALPR data will be stored in accordance with applicable City retention schedules. Thereafter, ALPR data will be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a lawful action to produce records.

All ALPR data is used for law enforcement purposes only. Data is agency-owned and is never sold to 3rd parties.

433.6 WHAT IS DETECTED

License plate image, vehicle image, plate text, date, time and location.

433.7 WHAT IS NOT DETECTED

Facial images, people, gender, or race.

433.8 PROHIBITED USES

ALPR shall not be used for harassment, intimidation, usage based solely on a protected class (race, sex, religion, etc.), or personal use.

Automated License Plate Readers (ALPRs)

433.9 ACCOUNTABILITY AND SAFEGUARDS

All saved data will be closely safeguarded and protected by both procedural and technological means. The Pocatello Police Department will observe the following safeguards regarding access to and use of stored data:

- (a) All non-law enforcement requests for access to stored ALPR data shall be referred to the Records Supervisor and processed in accordance with applicable law.
- (b) All ALPR data downloaded/uploaded to the mobile workstation and server, or Evidence.com, shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relates to a specific official department investigation.
- (d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes as approved by a supervisor.
- (e) ALPR system audits should be conducted regularly by the department Flock administrator to ensure compliance with this policy. The department Flock Administrator will prepare a written report to the Chief of Police at least on a semi-annual basis.
- (f) When conducting a search, a report number, if applicable, should be added for reasoning.
- (g) If a resolution which includes enforcement action is obtained, complete the outcome in the used database.
- (h) Keep hot lists and searches up to date, especially after enforcement action is completed.



Idaho Statutes

Idaho Statutes are updated to the website July 1 following the legislative session.

TITLE 49
MOTOR VEHICLES
CHAPTER 14

TRAFFIC – ENFORCEMENT AND GENERAL PROVISIONS

49-1432. AUTOMATED LICENSE PLATE READERS – DATA ACCESS AND CONTROL. (1) For the purposes of this section:

(a) "Agency" means the state of Idaho, any political subdivision of the state of Idaho, or any agency thereof.

(b) "Automated license plate reader" means a device that passively records license plates of vehicles on a roadway or any similar device.

(c) "Traffic flow analysis" means the study and real-time use of data regarding vehicles moving through a transportation network in order to improve traffic flow, reduce congestion, and increase safety.

(2) An agency may use an automated license plate reader and its data for law enforcement purposes, traffic flow analysis purposes, or both. An agency that uses an automated license plate reader for law enforcement purposes shall do so pursuant to the following requirements:

(a) The device and its data shall not be used for any purpose other than the investigation of felony or misdemeanor crimes or traffic accidents or to search for missing or endangered persons; and

(b) The device and its data shall not be used to enforce traffic infractions other than those associated with a traffic accident.

(3) Access to automated license plate reader data shall be limited to an agency's authorized personnel. Agencies shall implement access controls to ensure that only individuals with appropriate clearance are able to retrieve automated license plate reader data.

(4) Except as expressly allowed pursuant to this section, automated license plate reader data shall not be used for any non-law enforcement purpose, including but not limited to personal use, political activity, or surveillance unrelated to the purposes described in subsection (2)(a) of this section.

(5) A person who misuses automated license plate reader data pursuant to subsection (4) of this section shall be subject to discipline, administrative penalties, and criminal prosecution, if applicable.

(6) Each agency that uses automated license plate readers shall conduct mandatory training for all authorized users regarding data privacy, legal compliance, and ethical use of automated license plate reader systems.

(7) All access to and queries of automated license plate reader data shall be logged in a secure audit system to include user identity, date, time, and the purpose of access.

(8) Agencies shall conduct semiannual audits of automated license plate reader data access logs to detect and address any unauthorized or suspicious activity.

History:

[49-1432, added 2025, ch. 316, sec. 1, p. 1320.]

How current is this law?

MEMORANDUM

TO:

Pocatello Police Senior Staff

FROM:

Lieutenant Zachary Bartschi

SUBJECT:

Flock System Triannual Audit

DATE:

May 4, 2025

Usage Audit of Flock Safety ALPR Program – May 4, 2025

On May 4, 2025, I conducted a usage audit of the Flock Safety Automated License Plate Reader (ALPR) program using Flock Safety's **Insights** feature. This tool allows system administrators to monitor and audit ALPR activity across various categories, including plate reads, user searches, and hot list hits.

Flock Safety retains data for a rolling 30-day period. As such, usage audits are limited to that timeframe. This audit covers the period from **April 4, 2025, through May 4, 2025**.

As of **April 15, 2025**, 32 ALPR cameras were installed and operational:

- **Camera F005** is pending installation. The location was changed from the east side of Pocatello Creek Road to the west side of Hiline Road (978 Hiline Rd). This relocation has been approved, and installation is expected this week.
- **Camera F006**, located at Jefferson Avenue and Pocatello Creek Road, is scheduled for replacement due to a malfunction.

Once all cameras are installed and operational, the Pocatello Police Department will have a total of **34 ALPR cameras**.

Documentation Available Upon Request

- Administration Analytics Dashboard
 - Hotlist Hits Report
 - Vehicle Reads Report
 - Pocatello Network Audit
 - Flock Organization Audit
 - Flock Outcomes
-

Plate Read Highlights

- 6,528,555 license plates were read by the department's 32 ALPR cameras.
 - 1,073 **Custom Hotlist hits** (Custom Hotlists are created within our agency).
 - 86 **Custom Hotlist hits** from external networks.
-

Organizational Usage Highlights

- Department members conducted **1,226 system searches**.
 - **No evidence of system misuse** was found.
 - All searches were properly documented using the "reason" tab.
 - *Note: A valid reason (e.g., case number, shooting suspect, escape, etc.) must be entered before a system search is conducted.*
-

Network Search Highlights

- Flock users can query over **6,000 individual networks** and nearly **80,000 Flock cameras**.
 - Our cameras are queried daily by agencies nationwide.
 - All searches reviewed appeared to follow proper protocol.
-

Successes (Examples of Positive Outcomes)

- 25-P07301 – Vehicle stopped; driver arrested for resisting and obstructing.
 - 25-P05101 – Vehicle stopped; driver arrested on warrants.
 - 25-P08624 – Hit and run vehicle identified.
 - 24-P18670 – Occupant arrested for possession of paraphernalia.
 - 25-P07560 – Occupant arrested on a warrant for contraband.
 - 25-P06675 – Hit and run vehicle identified.
 - 25-P06414 – Occupant arrested on a warrant and methamphetamine possession.
 - 25-P05528 – Hit and run vehicle identified and arrested for leaving the scene of an accident.
 - 25-P05328 – Occupant arrested for theft.
 - 25-P04409 – Driver arrested on a warrant; missing person located and removed from NCIC.
 - 25-P03546 – Hit and run vehicle identified.
-

Respectfully submitted,

Lieutenant Zachary Bartschi

MEMORANDUM

TO:

Pocatello Police Senior Staff

FROM:

Sergeant Russ Olsen

SUBJECT:

Flock System Triannual Audit

DATE:

September 11, 2025

Usage Audit of Flock Safety ALPR Program – September 11, 2025

On September 11, 2025, I conducted a usage audit of the Flock Safety Automated License Plate Reader (ALPR) program using Flock Safety's **Insights** feature. This tool allows system administrators to monitor and audit ALPR activity across various categories, including plate reads, user searches, and hot list hits.

Flock Safety retains vehicle hit data for a rolling 30-day period. Flock Insights data is maintained for a longer time frame. This audit covers the period from **May 1, 2025, through August 31, 2025**.

As of **September 11, 2025**, 34 ALPR cameras were installed and operational:

- **Camera F012**, located at W Gould St and Main St has a current Flock support status. Flock has conducted maintenance on this camera and it appears to be operating normally.
- **Camera F019**, located at S. Arthur Ave and W. Benton St has a current Flock support status. Flock has conducted maintenance on this camera and it appears to be operating normally.

At this time all **34 ALPR** cameras of the Pocatello Police Department are installed and operational.

Documentation Available Upon Request

- Administration Analytics Dashboard
 - Hotlist Hits Report
 - Vehicle Reads Report
 - Pocatello Network Audit
 - Flock Organization Audit
 - Flock Outcomes
-

Plate Read Highlights

- 6,183,731 license plates were read by the department's 38 ALPR cameras between August 12 and September 9 2025.
 - 3,656 **Custom Hotlist hits** (Custom Hotlists are created within our agency).
 - 787 **Custom Hotlist hits** from external networks.
-

Organizational Usage Highlights

- Department members conducted **5,970 system searches**.
 - **No evidence of system misuse** was found.
 - All searches were properly documented using the "reason" tab.
 - *Note: A valid reason (e.g., case number, shooting suspect, escape, etc.) must be entered before a system search is conducted.*
-

Network Search Highlights

- Flock users can query over **6,000 individual networks** and nearly **80,000 Flock cameras**.
 - Our cameras are queried daily by agencies nationwide.
 - All searches reviewed appeared to follow proper protocol.
-

Successes (Examples of Positive Outcomes)

- 25-P16465 – Gun shots fired at residence. Subjects of interest located.
 - 25-P13337 – Stolen vehicle located and recovered for owner.
 - 25-P12615 – Missing person located and found to be safe
 - 25-P09345 – Wanted person located and arrested.
 - 25-P18168 – Suspect in Aggravated Assault located and arrested.
 - 25-P17004 – Stolen vehicle located and driver arrested.
 - 25-P10072 – Suspect located and cited for Vandalism on city hall.
 - 25-P12129 – Wanted person from American Falls located and incarcerated.
-

Respectfully submitted,

Sergeant Russell Olsen

MEMORANDUM

TO:

Pocatello Police Senior Staff

FROM:

Mary T. Rasmussen, Crime Analyst

SUBJECT:

Flock System Triannual Audit

DATE:

June 25, 2026

Usage Audit of Flock Safety ALPR Program – June 25, 2026

On June 25, 2026, I conducted a usage audit of the Flock Safety Automated License Plate Reader (ALPR) program using Flock Safety's **Insights** feature. This tool allows system administrators to monitor and audit ALPR activity across various categories, including plate reads, user searches, and hot list hits.

Flock Safety retains vehicle hit data for a rolling 30-day period. Flock Insights data is maintained for a longer time frame. This audit covers the period from **January 1, 2026, through May 31, 2026**.

From the **June 25, 2026 Insights Dashboard**, **36 ALPR** cameras are installed and all are operational:

Documentation Available Upon Request

- Administration Analytics Dashboard
 - Hotlist Hits Report
 - Vehicle Reads Report
 - Pocatello Network Audit
 - Flock Organization Audit
 - Flock Outcomes
-

Plate Read Highlights

- 8,444,450 license plates were read by the department's 36 ALPR cameras between May 27, 2026 and June 25, 2026.
 - 3,542 Alerts from Custom Hotlists created *within* our agency, from 01/01/2026-05/31/2026.
 - 1,414 Alerts from Custom Hotlists created by external networks, from 01/01/2026-05/31/2026.
-

Organizational Usage Highlights

- Department members conducted **6,449 system searches from 01/01/2026-05/31/2026**.
 - **No evidence of system misuse** was found.
 - Only one search was not properly documented using the “reason” tab. This occurred on 01/05/2026, and further investigation found it was related to a narcotics investigation.
 - *Note: A valid reason (e.g., case number, shooting suspect, escape, etc.) must be entered before a system search is conducted.*
-

Network Search Highlights

- Flock users can query over **6,000 individual networks** and nearly **80,000 Flock cameras**.
 - Our cameras are queried daily by agencies nationwide.
 - All searches reviewed appeared to follow proper protocol.
-

Successes (Examples of Positive Outcomes)

26-P03920	Warrant Arrest – Vehicle located and wanted person arrested for 2 warrants.
26-P04368	Stolen Vehicle recovered and suspected arrested.
26-P04957	Vehicle suspect in illegal dumping located and suspect arrested on drug charges.
26-P06477	Fraud suspect vehicle confirmed to be in Pocatello at the time of the incident.
26-P06315	Used to help locate a missing, endangered runaway juvenile.
26-P05381	Used to locate a suspect for citation in a vandalism case.
26-P06457	Identified vehicle used in a theft.
26-P04734	Used to identify vehicles where RO has made threats against LEO.

Respectfully submitted,

Mary T. Rasmussen, Crime Analyst

MEMORANDUM

TO:

Pocatello Police Senior Staff

FROM:

Mary T. Rasmussen, Crime Analyst

SUBJECT:

Flock System Triannual Audit

DATE:

January 22, 2026

Usage Audit of Flock Safety ALPR Program – January 22, 2026

On January 22, 2026, I conducted a usage audit of the Flock Safety Automated License Plate Reader (ALPR) program using Flock Safety's **Insights** feature. This tool allows system administrators to monitor and audit ALPR activity across various categories, including plate reads, user searches, and hot list hits.

Flock Safety retains vehicle hit data for a rolling 30-day period. Flock Insights data is maintained for a longer time frame. This audit covers the period from **September 1, 2025, through December 31, 2025**.

As of **January 22, 2026**, **36 ALPR** cameras are installed with all but one operational:

- **Camera F003**, located at WB Pocatello Creek Rd @ NB I-15 is not functioning well, with the device experiencing low uptime.
- **Camera F008, Flock Safety** – located at Yellowstone Ave @ Oak St NB is not functioning with no images since 01/08/2026. It has an active support case.
- **Cameras F017 and Camera F018** located at Center St at N Union Pacific Ave and N 1st Ave were vandalized. Flock replaced both of these and relocated them to prevent further vandalism.
- We were given a \$450.00 credit for an overcharge upon original installation of a “flock pole”

At this time, the remaining **35 ALPR** cameras of the Pocatello Police Department are installed and operational.

Documentation Available Upon Request

- Administration Analytics Dashboard
 - Hotlist Hits Report
 - Vehicle Reads Report
 - Pocatello Network Audit
 - Flock Organization Audit
 - Flock Outcomes
-

Plate Read Highlights

- 5,254,583 license plates were read by the department's 36 ALPR cameras between December 23, 2025 and January 20, 2026.
 - 1,628 **Custom Hotlist hits** (Custom Hotlists are created within our agency).
 - 1,961 **Custom Hotlist hits** from external networks.
-

Organizational Usage Highlights

- Department members conducted **3,490 system searches**.
 - **No evidence of system misuse** was found.
 - All searches were properly documented using the "reason" tab.
 - *Note: A valid reason (e.g., case number, shooting suspect, escape, etc.) must be entered before a system search is conducted.*
-

Network Search Highlights

- Flock users can query over **6,000 individual networks** and nearly **80,000 Flock cameras**.
 - Our cameras are queried daily by agencies nationwide.
 - All searches reviewed appeared to follow proper protocol.
-

Successes (Examples of Positive Outcomes)

25-P20491	Stolen vehicle was stopped, drugs located and the driver was charged for drugs and possession of a stolen vehicle.
25-P22081	Driver was wanted and arrested for Domestic Violence
25-P22568	Hit and run suspect vehicle was identified on LPR and Driver contacted and cited.
25-P22895	Driver charged with Stalking in 2nd Degree and Telephone Harassment
25-P23712	Vehicle was involved in a pursuit. Flock LPR's were able to establish the plate and follow up will occur.
25-P27746	Stolen vehicle identified. Pursuit ensued and suspects apprehended.
25-P25306	Flock notified officers of the vehicle in the area and the driver was arrested on a warrant.
26-p00368	Vehicle involved in hit-and-run, identified and the suspect cited.
26-P00431	Suspect arrested on warrant

Respectfully submitted,

Mary T. Rasmussen, Crime Analyst

3726

Flock Safety + ID - Pocatello PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Caroline Fraher
caroline.fraher@flocksafety.com
3108443659

flock safety



EXHIBIT A
ORDER FORM

Customer: ID - Pocatello PD
 Legal Entity Name: ID - Pocatello PD
 Accounts Payable Email: zbarschi@pocatello.gov
 Address: 408 E Whitman Pocatello, Idaho 83201

Initial Term: 36 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$110,000.00
Flock Safety LPR Products			
Flock Safety Falcon ® -	Included	30	Included
Flock Safety Falcon ® LR -	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee -	\$650.00	6	\$3,900.00
Professional Services - Existing Infrastructure Implementation Fee -	\$150.00	4	\$600.00
Professional Services - Existing Infrastructure Implementation Fee -	\$150.00	24	\$3,600.00

Subtotal Year 1: \$118,100.00
Annual Recurring Subtotal: \$110,000.00
Estimated Tax: \$0.00
Contract Total: \$338,100.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Annual Billing Schedule	
Year 1	\$118,100.00
Year 2	\$110,000.00
Year 3	\$110,000.00
Contract Total:	\$338,100.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$118,100.00
Annual Recurring after Year 1	\$110,000.00
Contract Total	\$338,100.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Falcon ® LR -	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. AC Power Only.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

By:

Signed by:

Mark Smith

AC56931454C24F3...

Name: Mark Smith
Title: General Counsel
Date: 12/19/2024

Customer: ID - Pocatello PD

By:

BBD

Name: Brian C. Blad
Title: Mayor
Date: 12-5-2024
PO Number:

APPROVED BY COUNCIL
12-5-2024

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”). This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.16 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("*User ID*"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "*Support Services*").

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for

malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information,

content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the

foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION

11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Flock Safety + ID - Pocatello PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Caroline Fraher
caroline.fraher@flocksafety.com
3108443659

flock safety

flock safety

EXHIBIT A ORDER FORM

Customer: ID - Pocatello PD
 Legal Entity Name: ID - Pocatello PD
 Accounts Payable Email: zbartschi@pocatello.gov
 Address: 408 E Whitman Pocatello, Idaho 83201

Initial Term: 36 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Unit	Quantity	Price
Flock Safety Platform			\$110,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	30	Included
Flock Safety Falcon ® LR	Included	4	Included

Professional Services and One Time Purchases

Item	Unit	Quantity	Price
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	6	\$3,900.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	24	\$3,600.00
Subtotal Year 1:			\$118,100.00
Annual Recurring Subtotal:			\$110,000.00
Estimated Tax:			\$0.00
Contract Total:			\$338,100.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Annual Billing Schedule	
Year 1	\$118,100.00
Year 2	\$110,000.00
Year 3	\$110,000.00
Contract Total:	
	\$338,100.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$118,100.00
Annual Recurring after Year 1	\$110,000.00
Contract Total	\$338,100.00

*Tax not included

Product and Services Description

Product/Service Name	Product Description
Flock Safety Falcon ® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Falcon ® LR -	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE, AC Power Only.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: ID - Pocatello PD

By: _____

By: BBlad

Name: _____

Name: Brian C. Blad

Title: _____

Title: Mayor

Date: _____

Date: 12-5-2024

PO Number: _____

APPROVED BY COUNCIL

12-5-2024

3724

Flock Safety + ID - Pocatello PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Zach Walker
zach.walker@flocksafety.com
+14085294335

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	ID - Pocatello PD	Initial Term:	12 Months
Legal Entity Name:	ID - Pocatello PD	Renewal Term:	12 Months
Accounts Payable Email:	zbartschi@pocatello.gov	Payment Terms:	Net 30
Address:	911 N. 7Th Ave Pocatello, Idaho 83201	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$10,000.00
Flock Safety Platform			
Flock Safety Platform - Community	Included	1	Included
Flock Safety LPR Products			
Flock Safety Long-Range LPR, aka Falcon LR	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Advanced Implementation Fee (Long Range LPR)	\$750.00	2	\$1,500.00

Subtotal Year 1:	\$11,500.00
Annual Recurring Subtotal:	\$10,000.00
Discounts:	\$500.00
Estimated Tax:	\$0.00
Contract Total:	\$11,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• The Term of this contract shall be from 07/15/2025 - 07/14/2026. This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of a new contract.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$11,500.00
Annual Recurring after Year 1	\$10,000.00
Contract Total	\$11,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$500.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Long-Range LPR, aka Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. AC Power Only.
Flock Safety Platform - Community	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Professional Services - Advanced Implementation Fee (Long Range LPR)	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Real-Time NCIC alerts sent to Shared Agencies	Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspects license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafetv.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: ID - Pocatello PD

By: 
Signed by:
1024FAF1F68A40F...
Name: Dan Haley
Title: Chief Legal Officer
Date: 8/15/2025

By: 
Name: Brian Blad
Title: Mayor
Date: 7-25-2025
PO Number:

RIGHT-OF-WAY LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of January, 2025, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City"; and Flock Group, Inc., a corporation of Georgia, hereinafter referred to as "Flock", whose address is 1170 Howell Mill Road, NW Suite 210, Atlanta, GA 30318.

WHEREAS, City entered into an agreement with Flock on December 5, 2024 for services related to license plate readers (LPR), which assist in criminal investigations; and

WHEREAS, City staff and Flock have identified locations where system hardware needs to be installed for effective use; and

WHEREAS, City staff have reviewed the issue of the right-of-way encroachments and believe the requested encroachments pose little or no potential adverse consequences to the health and safety of the citizens of the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. City agrees to allow the placement of Flock hardware including but not limited to devices, poles, clamps, solar panels, installation components, and other physical elements that interact with Flock's software. Said hardware is authorized in the locations outlined in Exhibit "A" and depicted in Exhibit "B". Any future modifications, which may extend the subject hardware further into the encroachment area, may only be made by written amendment to this Agreement.

2. This Agreement is conditioned upon Flock obtaining and maintaining public liability insurance coverage for the right-of-way being encroached upon in the minimum amount of the State Tort liability limits which currently is \$500,000.00 combined single limit, with the City named as an additional insured, and providing annual proof to the City of such coverage. Flock

ADMINISTRATIVE APPROVAL

STATE OF _____)
County of _____)

On this 10 day of February, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Mark Smith, known to me to be the General Counsel of Flock Group, Inc., a corporation of Georgia, who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

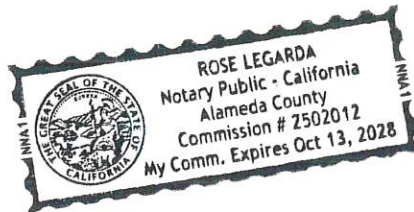
NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

JURAT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 7th day of FEBRUARY, 2025,
by MARK SMITH, proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.



Signature Rose Legarda

(seal)

Proposed Camera Locations

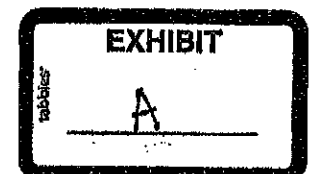
Name	Direction	Pole Type	Camera Type	Camera Cost	Implementation Cost (one time)
F#001 Yellowstone Ave @ Alameda Rd NB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#002 Alameda Rd @ Yellowstone Ave EB	EB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#003 Yellowstone Ave @ Alameda Rd SB	SB	Flock Pole	Falcon	\$3k	\$1,900
F#004 Alameda Ave @ Yellowstone Ave WB	WB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#005 Jefferson Ave @ Pocatello Creek Rd NB	NB	Flock Pole	Falcon	\$3k	\$650
F#006 Jefferson Ave @ Pocatello Creek Rd SB	SB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#007 Pocatello Creek Rd @ I-15N Off Ramp EB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#008 Yellowstone Ave @ Oak St NB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#009 Oak St @ Yellowstone Ave EB	EB	Flock Pole	Falcon	\$3k	\$650
F#010 Pocatello Ave @ Oak St SB	SB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#011 Hwy 30 @ Yellowstone Ave WB	WB	Existing Light Pole	Falcon	\$3k	\$150
F#012 W Gould St @ N Main St EB	NB	Existing Light Pole	Falcon	\$3k	\$150
F#013 N Arthur Ave @ W Gould St SB	EB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#014 S 6th Ave @ I-15S Off Ramp NB	WB	Existing Light Pole	Falcon	\$3k	\$150
F#015 S Main St @ Benton St EB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#016 E Benton St @ S 2nd Ave WB	SB	Existing Light Pole	Falcon	\$3k	\$150
F#017 W Center St @ N Union Pacific Ave EB	EB	Existing Light Pole	Falcon	\$3k	\$150
F#018 E Center St @ N 1st Ave WB	SB	Existing Light Pole	Falcon	\$3k	\$150
F#019 S Arthur Ave @ W Benton St SB	EB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#020 S 6th Ave @ E Benton St NB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#021 S 4th Ave @ E Benton St SB	SB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#022 S 6th Ave @ I-15N Off Ramp NB	WB	Existing Light Pole	Falcon	\$3k	\$150
F#023 S 6th Ave @ South Valley Rd NB	WB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#024 S 6th Ave @ W Puma Ln SB	EB	Flock Pole	Falcon	\$3k	\$650
F#025 South Valley Rd @ S 6th St WB	SB	Flock Pole	Falcon	\$3k	\$650
F#026 South Valley Rd @ Lester Ln EB	NB	Flock Pole	Falcon	\$3k	\$650
F#027 Hwy 30 @ N Philbin Rd EB	EB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#028 S 6th Ave @ I-15N Off Ramp SB	EB	Flock Pole	Falcon	\$3k	\$650
F#029 E Center St @ I-15N Off Ramp EB	NB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
F#030 E Center St @ I-15S Off Ramp WB	WB	Existing Traffic Signal Pole	Falcon	\$3k	\$150
LR#001 Pocatello Creek Rd @ I-15S Off Ramp WB	SB	Existing Light Pole	Falcon LR	\$5k	\$150
LR#002 Pocatello Creek Rd @ I-15N On Ramp WB	SB	Existing Light Pole	Falcon LR	\$5k	\$150
LR#003 Pocatello Creek Rd @ I-15S On Ramp EB	NB	Existing Light Pole	Falcon LR	\$5k	\$150
LR#004 N Main St @ W Gould St NB	WB	Existing Traffic Signal Pole	Falcon LR	\$5k	\$150
Total				\$110,000	\$9,850

Implementation Cost Guide

DOT ROW, DOT approved Pole	\$1,900
City ROW, standard pole	\$650
Existing city infrastructure	\$150

Subscription Cost Guide (annual payments)

Subtotal Year 1 (Hardware + Implementation)	\$110,000 + \$9850	\$119,850
Recurring Cost (Hardware only)	\$110,000	
1 Year Contract Total	\$119,850	
2 Year Contract Total	\$229,850	
3 Year Contract Total		



Proposed Camera Location Map

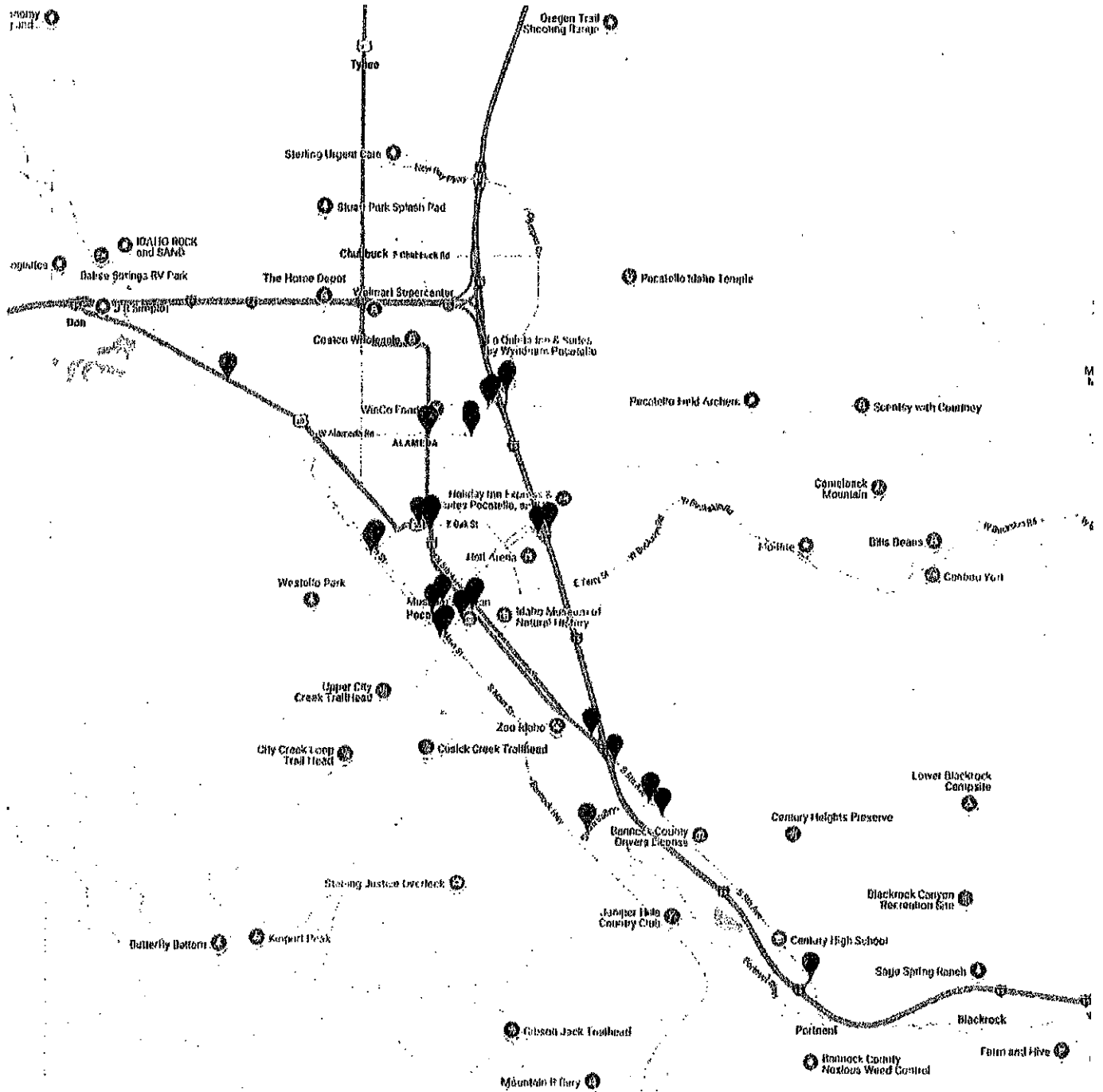


EXHIBIT
B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CONTACT
NAME:
PHONE
(A/C, No, Ext):
FAX
(A/C, No):
E-MAIL
ADDRESS:

CN134017657--GAUWE-24-26

INSURED
Flock Group Inc
DBA Flock Safety
1170 Howell Mill Rd NW
Atlanta, GA 30318

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Casualty Company of America	26674
INSURER B:	The Charter Oak Fire Insurance Company	25615
INSURER C:	Homeland Insurance Company Of New York	34482
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

SEA-004071388-00

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/BLDR INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:		H-630-9W194831-TIL-24	08/23/2024	09/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		810-8T343898-24-I3-G	08/23/2024	08/23/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP-6T386824-24-I3	08/23/2024	08/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ A	UB-6T348669-24-I3-G	08/23/2024	08/23/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions / Cyber		730000029-0000 SIR: \$100,000	08/23/2024	08/23/2025	Limit: \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Pocatello
911 N 7th Ave
Pocatello, ID 83201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Marsh Risk & Insurance Services

AGENCY CUSTOMER ID: CN134017657

LOC #: San Francisco

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW Atlanta, GA 30318
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Carrier will provide notice of cancellation or nonrenewal per below if required by a written contract.

Cancellation For Other Than Nonpayment: Number of Days Notice: 30 days

Cancellation For Nonpayment: Number of Days Notice: 10 days

(Nonrenewal): Number of Days Notice: 10 days

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE -- This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE -- LOSS OF USE -- INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE -- TRANSPORTATION EXPENSES -- INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS -- INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO -- LIMITED WORLDWIDE COVERAGE -- INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE -- GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II -- COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II -- COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II -- COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV -- BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated. We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. Non-Owned Watercraft -- 75 Feet Long Or Less | I. Blanket Additional Insured -- Mortgagees, Assignees, Successors Or Receivers |
| B. Who Is An Insured -- Unnamed Subsidiaries | J. Blanket Additional Insured -- Governmental Entities -- Permits Or Authorizations Relating To Premises |
| C. Who Is An Insured -- Employees -- Supervisory Positions | K. Blanket Additional Insured -- Governmental Entities -- Permits Or Authorizations Relating To Operations |
| D. Who Is An Insured -- Newly Acquired Or Formed Limited Liability Companies | L. Medical Payments -- Increased Limit |
| E. Who Is An Insured -- Liability For Conduct Of Unnamed Partnerships Or Joint Ventures | M. Blanket Waiver Of Subrogation |
| F. Blanket Additional Insured -- Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement | N. Contractual Liability -- Railroads |
| G. Blanket Additional Insured -- Broad Form Vendors | O. Damage To Premises Rented To You |
| H. Blanket Additional Insured -- Controlling Interest | |

PROVISIONS

A. NON-OWNED WATERCRAFT -- 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of **SECTION I -- COVERAGES -- COVERAGE A -- BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II -- WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED -- UNNAMED SUBSIDIARIES

The following is added to **SECTION II -- WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or



Pocatello
Police Department
FY2026
Personnel
Administration Rules



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Nothing in these rules will be used to discriminate against any person on the basis of race, color, sex, age, disability, religion, sexual orientation, national origin, or political affiliation. When used throughout these rules, the term "business day" refers to Monday through Friday. The term "accredited service" is defined as actual time on the job.

1. These rules shall apply to all positions within the Pocatello Police Department.
2. The designated representative of Human Resources of the City of Pocatello is charged with administering the rules contained herein.
3. Except as may hereafter be provided by amendments to these rules and regulations or City ordinances, all promotions or continuance of employment in the Police Department shall be made based on competitive examination to enable Human Resources of the City of Pocatello to certify the results of the examination process. Such examinations may be written, oral, practical, physical, or any combination thereof.
4. It is also agreed that where there are clear differences in the wording and the text of the following documents, said documents shall be enforceable in the following order and priority: 1) the Collective Bargaining Agreement, 2) Pocatello Personnel Policy Handbook, 3) Police Department Personnel Administration Rules, 4) Pocatello Police Department Policy Manual.
5. The mayor may grant an exception upon request by a Police Department employee to the PAR on a case-by-case basis if it is found that strict application of the policy is impractical or would result in hardships. Exceptions granted in any particular instance will not be binding on future decisions. Exceptions must be requested in writing, with a written response from the mayor, and are on file in Human Resources.

RULE 1 HIRING

Section 1- Appointment of The Chief of Police

The position of Chief of Police is expressly exempted from the classified sworn police positions, and all appointments to the position shall be made by the Mayor of the City of Pocatello. A member of the bargaining unit will be selected by the mayor to serve on any selection committee formed by the mayor for the purpose of aiding in the selection of a Chief of Police. Appointments to the position of Chief of Police may be made from applicants in the sworn police positions from within the department or through the adopted selection procedures for applicants outside the department.

Section 2- When the Chief of Police Position Is Vacated

When an existing Chief of Police, who was originally appointed from within the sworn police positions of the department, voluntarily resigns from the position of Chief, they have the option of returning to the position they previously held within the department. If that position has been filled, the officer holding that position may, if necessary, be reduced to their previous rank so that the resigning Chief may be restored to their former seniority and rank in the department. The officer whose rank is reduced shall be restored to the previous rank from which they were reduced upon the next opening



38 of a position within that rank, without testing or compliance with any other hiring requirements.

39 Section 3- Appointing Authority

40 The Chief of Police is designated as the Appointing Authority, subject to the rules of the Personnel
41 Administration Rules and department policy. The Chief of Police shall appoint the following sworn
42 police positions/assignments within the police department:

- Police Officer
- Corporal
- Detective
- Sergeant
- Detective Sergeant
- Lieutenant
- Captain
- Deputy Chief of Police



Department

The Chief of Police shall hire any Civilian police positions deemed necessary as determined by the City Council through established and approved staffing levels and job descriptions.

The Chief of Police has the authority to determine the department's leadership model and provide the necessary training with the input of Sr. Staff and the Police Union. This includes, but is not limited to, the department's mission/vision statement, values, expectations, and leadership principles.

The Chief of Police has the authority to determine the best and most efficient schedule for the department's divisions with the assistance and input of Sr. Staff and the Police Union.

The rank of Deputy Chief of Police, when vacant, will be appointed by the Chief of Police from existing staff members who hold the rank of Captain. The Chief of Police will make the appointment based on a review of personnel records and performance, with the concurrence of the mayor. If there are no internal candidates, the Chief of Police can open the position to outside candidates or can consider Lieutenants within the department.

Section 4- Job Descriptions

The job descriptions adopted by the City Council, through its delegated representative, for Civilian positions within the City shall establish the standards and qualifications for each Civilian position.

Section 5- Recruitment

See policy 1000 of the current PPD Policy Manual

Section 6- Workforce Recruitment Plan

See policy 1000 of the current PPD Policy Manual

Section 7- Employee Standards

See policy 1000 of the current PPD Policy Manual

Section 8- Minimum Standards for Sworn Positions

See policy 1000 of the current PPD Policy Manual

Section 9- Minimum Standards for Civilian Positions

See policy 1000 of the current PPD Policy Manual

Section 10- Hiring Procedures for Sworn Positions

See policy 1000 of the current PPD Policy Manual.

Additionally, a sworn bargaining unit member selected by the bargaining unit will be appointed to participate in the oral interview portion of the selection process. They will have the right to be involved in the discussion and provide input on the applicant's performance in the interview and the applicant's suitability to be appointed to the position for which the applicant is being considered. The participating bargaining unit member shall not have the power to vote, select, or circumvent in any manner the selection made by the Chief of Police.

Section 11- Hiring Procedures for Civilian Positions

See policy 1000 of the current PPD Policy Manual.

Additionally, a bargaining unit member may be appointed by the bargaining unit to participate in



Department

the oral interview portion of the hiring process of Civilian applicants. Such bargaining unit members shall have the right to be involved in the discussion and provide input as to the Civilian applicant's performance in the interview and the applicant's suitability to be hired to the position for which they are being considered. The participating bargaining unit member shall not have the power to vote, select, or circumvent in any manner the selection made by the Chief of Police.

Section 12- Selection/Rejection Criteria

See policy 1000 of the current PPD Policy Manual

Section 13- Psychological Suitability Assessment

See policy 1000 of the current PPD Policy Manual

Section 14- Retention of Applicant Files

See policy 1000 of the current PPD Policy Manual

Section 15- Initial Sworn Officer Appointment Definition

An initial appointment in the sworn police services refers to an appointment to the position of Police Officer 1st Class, or lateral, in accordance with CBA.

Section 16- Sworn Officer Initial Appointment Entry Level Examination

Entry-level written examinations will be given as deemed necessary by the Chief of Police or as required by these rules. Each entry-level applicant is required to score a minimum score of 70% on the initial written examination to be given further consideration for an appointment to a position with the PPD.

Persons whose initial applications have been accepted pursuant to these rules will be eligible to take the initial examination and shall be notified of the specific time and place when the examination will be given. The PPD will give such notice 20 calendar days prior to the scheduled examination date.

- A. In the event a person submits their initial application less than 20 calendar days prior to the scheduled exam date, they shall be given the option to waive the notice requirement and take the exam as scheduled. Any such waiver must be in writing and signed by the applicant.
- B. The test administered by Human Resources will be a certified standardized test approved by Human Resources. Prior to testing, the examination shall remain in the exclusive charge of Human Resources and shall be kept confidential by that office.

Section 17- Sworn Officer Initial Appointment: Establishing the Eligible Register

An eligibility registry shall be prepared after each examination. It shall consist of the applicants who have successfully passed the most recent written examination and oral board interview. That registry will remain in place and in effect until a new one is prepared.

- A. The names listed on the eligibility registry shall be in descending order, from highest to lowest, based upon the total score of each applicant on the written examination and the points awarded, if any, for compliance with B, C, and D below.



- B. In accordance with Idaho Code 65-504, the Veteran's preference points will be given to qualified persons. In order to receive the Veteran's preference points, the applicant must provide a valid DD-214 form.
- C. Applicants who hold a current P.O.S.T. certification with the State of Idaho or a current state certification for a state that is recognized through an agreement with P.O.S.T. at the time of the written examination but who do not meet the qualifications for a lateral transfer will be given five points. Points given to an applicant for a current P.O.S.T. certification will be subtracted when the applicant's certification expires, and if necessary, that applicant's place on the registry will be adjusted. Applicants who have successfully completed a P.O.S.T. accredited academy and passed the P.O.S.T. test and are, therefore, considered certifiable at the time of the test but do not meet the qualifications for lateral transfer will also be given five points.
- D. Applicants with an associate's degree from an accredited institution of higher learning will be given three points. Applicants who have obtained a bachelor's degree or greater from an accredited college or university will be given five points when taking the examination.
- E. Applicants who spent at least one year in the Pocatello Police Department Cadet Program and left the Cadet Program in good standing will be given three points.
- F. The Chief of Police will receive a list of the top ten applicants based on their total scores, listed in alphabetical order. Once an eligibility list is established, the Chief of Police shall authorize background investigations and pre-offer truth verifications on the listed applicants. The initial eligibility list may contain at least one but no more than ten applicants.
- G. Only those applicants who successfully complete the required background investigation will be included on the final eligibility registry and, therefore, eligibility for consideration by the Chief of Police for a conditional hire to the PPD as openings become available. Such initial conditional hires are subject to passing certain post-offer tests, as set out herein.
- H. Once established, the candidate's eligibility shall remain in effect for one calendar year from the date the candidate is added to the registry. In theory, with ongoing testing, the roster could remain active indefinitely, with individuals dropping off at the one-year mark. The department can continue to test new candidates who will be placed on the existing eligibility roster throughout the year. The remaining candidates from the previous eligibility registry will have the option of being placed on the registry according to their total score.
- I. Applicants whose names are placed on the eligibility registry must notify Human Resources in writing of any change of address and/or telephone number.



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J. Names may be removed from the current eligibility registry for any of the following reasons:

- 1) Failure to report for an interview after notification by phone, mail, or other forms of notification approved by Human Resources.
- 2) Declining an hire without satisfactory reason(s).
- 3) Inability of the postal authorities to locate the applicant.
- 4) Applicant becoming incapable of performing the essential functions of the position with or without reasonable accommodation.
- 5) Applicant's conviction of any felony, or obtaining their position on the registry by fraud, deceit, or misrepresentation. Motor vehicle violations may also result in removal depending on the nature, frequency, and dates of the violations
- 6) Misdemeanor convictions will be considered based on established Police Department hiring standards. Information of such a nature that had it been produced prior to the date of the examination would have resulted in the exclusion of an applicant from participation therein.
- 7) Failure to satisfactorily complete pre-offer or post-offer hiring requirements.
- 8) Incomplete or incorrect information provided on the application, which affects the ability of the department to conduct a thorough background investigation.

Upon removal of an applicant's name from the registry for any of the foregoing causes, the Chief of Police, or designee, shall notify the applicant of the removal and the reasons for the removal.

Human Resources, upon receiving a written application, may afford an applicant the opportunity to be heard if the cause for removal was for reasons one or three listed above. A hearing will be held, and if the evidence is satisfactory to Human Resources, it may reinstate the applicant.

Section 18 Sworn Officer Initial Hiring Certification

Human Resources shall certify the candidates having the highest standing on the eligible register. An opening may be filled by one of the candidates certified, provided they can pass the post-offer qualifying steps. The post-offer qualifying steps may include, but are not limited to, truth verification testing, medical testing, physical fitness testing, psychological testing, and drug screening. All candidates not hired shall be restored to their relative positions on the eligible register.

Section 20- Sworn Officer Hiring

Upon initial hiring and satisfactory completion of all post-offer examinations, the Chief of Police shall report to Human Resources the name of such new employee, the position, and the date of commencement of service. The failure of an applicant to respond within five (5) working days to



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an offer of appointment sent to their address shall be considered a declination. Upon notification from the Chief of Police that a person named in certification has declined appointment or upon evidence of the failure of such person to respond within the time specified above to a notice properly sent, Human Resources shall again certify additional name(s) from the eligible register to be considered for appointment to a vacant position. When a vacancy occurs, the Chief of Police may, at their discretion, fill the vacancy from either the initial eligible hiring registry or the lateral transfer eligible register.

RULE 2 CORRECTIVE ACTION, DISCIPLINE, DISCHARGE, AND DISCIPLINE COMMISSION INVESTIGATION*Section 1- Grounds for Discipline*

See Policy 340 in the current PPD policy manual and the discipline matrix.

Section 2- Investigations

In accordance with city and department policy, all forms of electronic media stated here may be reviewed by supervisors. Supervisors and managers may periodically review all of the following electronic media. Supervisors may initiate disciplinary action for violations found during periodic reviews. All reviews will be documented.

1. Spillman AVL system
2. Spillman Instant Messaging system
3. Cell phones as per policy
4. In-car video systems
5. Body-worn video systems
6. Recorded radio traffic
7. Recorded phone lines
8. Any other form of electronic media that the Chief of Police deems necessary

Section 3- Procedures for Corrective Action, Written Reprimands, Or Work Performance Issues

- A. An employee with minor policy violations or repeated work performance issues will be addressed by their immediate supervisor in the following ways:
 - a. Verbal corrective action- This is primarily used to record an employee's minor issues or poor work performance and develop a plan of action to correct said issue. The employee's immediate supervisor shall be required, after discussing the matter with their immediate supervisor, to fill out the form explaining the issue and plan of action with the employee. The supervisor shall also be responsible for explaining the action to the employee. Verbal corrective action is beyond documented coaching. The first appeal shall be with the employee's supervising Lieutenant. The final appeal shall be with the employee's Captain.
 - b. The verbal corrective action shall be placed in the employee's file and held for 36 months. The verbal corrective action will be removed from the file at the employee's written request to the Chief of Police after the 36-month period (36



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months after the incident date) if no further similar incidents occur. In the event that there are other incidents, the verbal corrective action will not be removed.

- c. The employee may make a written rebuttal to the verbal corrective action to be included with the documentation.
 - d. The documentation shall be placed in the employee's file. After 36 months, the employee can request, through the office of the Chief of Police, that it be removed.
2. Written reprimand- This form is used for repeated policy or minor discipline violations, or work performance issues. The employee's immediate supervisor shall contact their supervisor and advise of the intent to give the employee a written reprimand. Upon agreement by the supervising lieutenant and the division commander, the supervising sergeant or supervisor shall be responsible for presenting the written reprimand to the employee along with a corrective action plan.
- a. The first appeal for the written reprimand shall be with the employee's division commander. The final appeal shall be with the Major.
 - b. Written reprimands that are confirmed through the process shall be placed in the employee's personnel file.
 - c. The employee may make a written rebuttal to the verbal corrective action or written reprimand to be included with the documentation in their personnel file.
 - d. When any employee becomes aware of a disciplinary issue involving another employee, the matter will be referred to the accused employee's immediate supervisor for investigation. If the accused employee's Captain is the employee initiating the disciplinary investigation, then the appeals process will begin utilizing another Captain.
3. Employees are not entitled to have legal representation present for any verbal corrective action or written reprimand meeting. They may have a union member sit with them during the meeting, but that member will not be allowed to provide any input.

Employees shall be given seven (7) calendar days after being issued a verbal corrective action, written reprimand, or decision from an appeal to file an appeal to the next appropriate appeals level or provide a written response to be included in the appropriate file. Employees who fail to comply with this timeline will lose any right to further appeal or submit a written response.

Section 4- Procedures for Suspension, Demotion, Or Discharge

All employees are subject to suspension without pay, demotion, reduction in rank, loss of vacation privileges, loss of other special privileges, or discharge for major or repeated violations of



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procedures leading to either verbal corrective action or written reprimand(s). Employees may also be subject to the same punishment for failing to comply with or correct issues discussed in either a verbal corrective action or a written reprimand. If employees do not meet standards during the probationary period, they may be demoted to their prior rank or receive further discipline that is outlined in the discipline matrix. For probation or extended probation periods, see CBA.

A. Suspension with pay pending investigation

Upon suspension with pay by the Chief of Police or any supervisor pending an investigation, a written statement of such suspension, in general terms, shall be served upon the employee, and a duplicate shall be filed with the Discipline Commission. If a supervisor suspends an employee with pay, the suspension must be confirmed by the Chief of Police or his designee in writing within three work days, or the employee shall be immediately reinstated.

B. Procedures leading to possible suspension without pay, demotion, reduction in rank, or discharge

The employee will be entitled to a due process hearing as outlined in section 5 of this rule. After the due process hearing, the Chief of Police, or their designee, shall forward the proposed discipline to the Discipline Commission if it is suspension without pay, demotion, reduction in rank, or discharge.

Section 5- Discipline RoundTable and Discipline Commission

- A. The discipline roundtable shall consist of all nine (9) members of the Pocatello Police Department who hold the rank of lieutenant or captain, a representative from the Legal Department, and a representative from the Human Resources Department. On the date of the hearing, if all lieutenants and captains are not available, then the roundtable will consist of any six (6) members of the DRT, provided at least one of them holds the rank of captain. The Deputy Chief of Police shall be the board president and only have a vote in matters resulting in a tie. The representatives from legal and human resources will not have a vote in the DRT.
- B. If the employee's immediate supervisor is the Deputy Chief of Police, then a Captain will be assigned as the president, and the Deputy Chief of Police will replace the Captain as a voting member. A designee of Human Resources will act as the president of the board at the first appeal level.
- C. All appeals from the DRT will be to the Chief of Police or designee.
- D. The Discipline Commission shall consist of the Mayor, a City Council member chosen by the Union, and the Human Resources Director or their designee. The city council member shall serve a one (1) year term beginning after the first council meeting in January. This shall be the final level of appeal for all matters of discipline within the Pocatello Police Department. The Discipline Commission will be used if the employee disagrees with the Chief of Police's decision.
- E. Nothing in this section limits the employees' abilities to pursue action outside of



the City, within the judicial system of the State of Idaho.

Section 6- Discipline Roundtable and Appeals Process

- A. Suspension without pay, demotion, reduction in rank, loss of vacation privileges, loss of other special privileges, or discharge. These types of discipline shall primarily be used for major or repeated performance issues, criminal violations, and willful or repeated misconduct. All forms of this discipline must be brought through the Discipline Roundtable. Any supervisor above the rank of lieutenant within the Pocatello Police Department may ask the Chief of Police to convene the DRT for a disciplinary issue that comes to their attention. The Chief of Police shall be the sole authority to convene the DRT, and the Deputy Chief of Police will act in that capacity in the Chief's absence. Regardless of who requests the DRT to convene, the involved employee's immediate supervisor shall be responsible for presenting the disciplinary issue to the DRT. The following flow chart illustrates which sergeant or supervisor is responsible for employees and the procedure to be followed with respect to a discipline matter and the chain of command

Chart 1: Discipline Flow Chart For The Pocatello Police Department

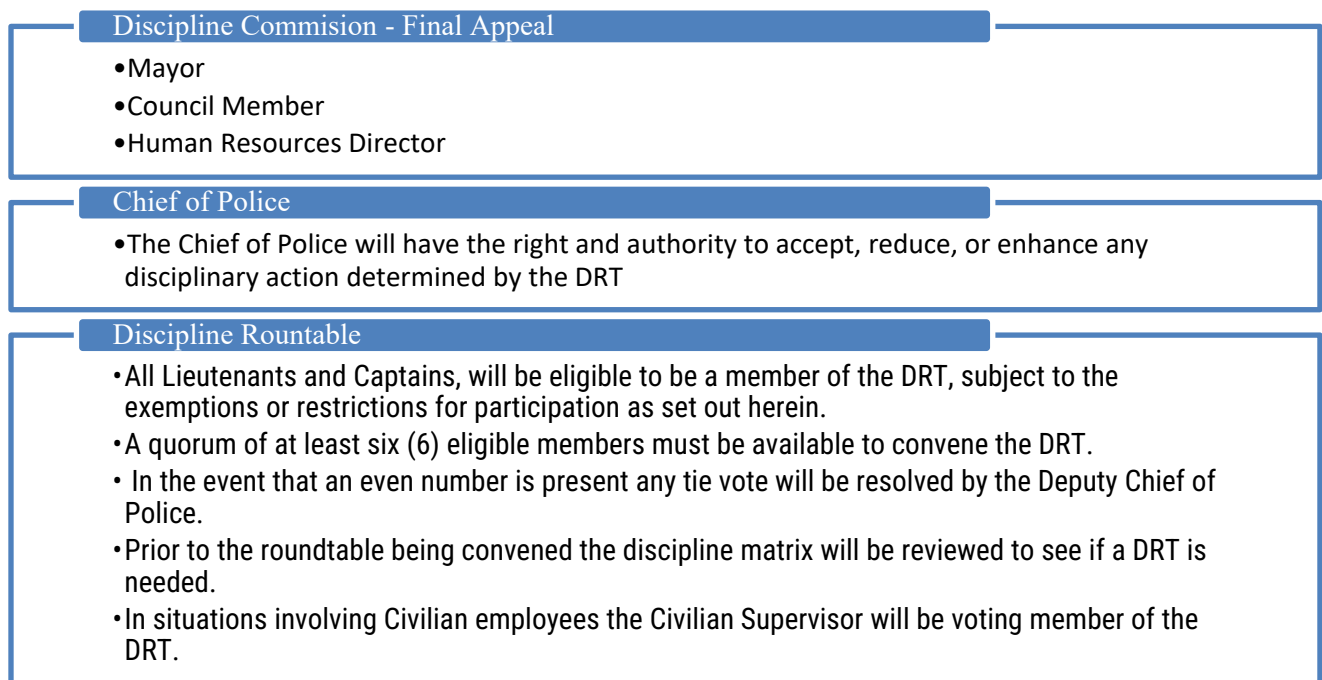


Chart 2: Reporting Relationships For the Discipline Process

- A. Once the roundtable has convened, the sergeant or supervisor in charge of the employee shall present the complaint to the DRT. If the complaint was investigated by an Internal Investigator, that member can be in charge of the presentation of the complaint. The presentation will include the nature and factual basis of the cause of action, prior efforts to remedy the situation, disciplinary history, and all information believed to be pertinent to the disciplinary hearing. The DRT members, at their discretion, may question the presenting



sergeant or supervisor on any issue they individually deem relevant to the proceedings.

The employee shall be entitled to be represented by legal counsel or an employee representative, and present evidence the employee deems relevant to determining the assertions brought against them. The employee may make direct statements about the evidence submitted against them.

The DRT members may question the employee on any issue they individually deem relevant to the proceedings. After speaking, the employee, the employee's representative(s), and the sergeant or supervisor shall be excused so that the members of the DRT may discuss the matter presented.

The evidence presented to the DRT by both parties will be deemed to comprise the entire and complete record to be considered by the DRT and as part of any subsequent review or appeal unless a request for an investigation is made as set out below. In that event, the record created by the DRT will be supplemented by the results of the investigation.

- B. The employee, the department, or any DRT member may make a formal request to the Chief of Police to conduct an Internal Investigation regarding any personnel issue presented that the requesting person deems as needing further investigation or request an outside law enforcement investigation into allegations of criminal misconduct.

The Chief of Police has the final decision concerning any requested internal and external investigation regarding personnel issues within the Pocatello Police Department. The results of any such requested investigation shall be provided to the parties. If either party requests it, the DRT will be reconvened to hear the information related to the investigation and allow either party to provide a response. Absent such a request, the DRT will make its decision and recommendation based upon the developed record, including the results of any investigation, if any.

- C. Upon completion of the presentation of all evidence and a determination that no further investigation is needed, the DRT members shall consult the Disciplinary Matrix and decide as to a course of disciplinary action to pursue. The DRT board shall consult with a Human Resources employee for any questions regarding the implementation of said discipline. The DRT members shall render a written decision within seven days of the completion of the presentation of evidence and a determination that no additional investigation is necessary or required.
- D. If the disciplinary proceedings relating to a sergeant or supervisor, then the sergeant's or supervisor's immediate supervisor will present the complaint to the DRT under the same procedure as set out above. The presenting supervisor shall have no other vote or participation in the DRT process. To ensure due process for the employee, all individuals involved in the recommendation for disciplinary action shall refrain from



discussing the matter with any members of the DRT or the Chief of Police outside of any hearing. In addition, any individual involved in or supervising anyone who initiates this disciplinary process shall not be a member of the DRT.

- E. All decisions of the DRT will be automatically reviewed by the Chief of Police. The Chief of Police will have the right and authority to accept, reduce, or enhance any disciplinary action determined by the DRT. The decision of the Chief of Police must be in writing, and in the event the recommendation of the DRT is not accepted by the Chief of Police, that decision must set out the basis for the Decision of the Chief of Police and the reason and rationale for not accepting the DRT recommendation. As the chief officer of the Pocatello Police Department, they have the right to increase disciplinary action; however, if the discipline is increased by the Chief of Police, they must consult with a designated representative of the Union.

If the Union disagrees with the determination of enhancement by the Chief of Police, the Union President shall have the right on behalf of the employee to file an appeal with the Discipline Commission.

Nothing herein will prevent the affected employee from appealing the final decision of the Chief of Police to the Discipline Commission. Any such appeal must be submitted in writing within seven calendar days of the employee receiving notice of the final decision of the Chief of Police. The appeal must be in writing and set out the legal and factual basis for the appeal and also a statement of the remedy sought by the employee. The appeal will be based solely upon the evidence and record developed by and relied upon by the DRT.

- F. The Chief of Police shall be the sole determining authority for matters involving the discipline of any employees at the rank of Lieutenant, Captain, and Deputy Chief of Police.
- G. The Discipline Commission shall be the final appeal for employees of the Pocatello Police Department within the City structure. The three-member panel shall have the ability to confirm or reduce any disciplinary action imposed by the Chief of Police. The Discipline Commission may not increase any disciplinary action decision of the DRT or the Chief of Police.
- H. The Chief of Police shall be bound by the decision made by the Discipline Commission.

Section 7- Discipline Timeline

After the initial complaint is filed and provided to the employee, the DRT will be convened, and the following timeline shall be applicable:

- A. The DRT will schedule a hearing to take place not less than seven calendar days or more than 14 calendar days after the employee receives notice that the DRT has been convened and has been provided a written copy of the complaint and all supporting



documents. These time limits may be waived to facilitate legal and/or union representation of the subject.

- B. Once the DRT completes the hearing, it shall have seven calendar days in which to issue its decision, which must be in writing, unless further investigation is requested as set out above. Such a request must be made within three calendar days of the close of the DRT hearing. Failure to request an investigation within such a timeline shall constitute a waiver of such right, and the record will be set based on the evidence submitted at the hearing of the DRT. In any event, the DRT will have seven days after the completion of the investigation and the submittal of any report or any additional hearing related to the investigation, to make its decision and recommendation.
- C. The Chief of Police shall have seven calendar days after receipt of the DRT decision to review and determine whether to accept, reduce, or enhance the determination of the DRT. That determination must be in writing.
- D. The employee shall have seven calendar days after receipt of the decision from the Chief of Police to file a written appeal to the Discipline Commission under the procedure set out above.
- E. The Chief of Police shall have five calendar days to provide to the Discipline Commission the record of the DRT and any written response to the written appeal from the employee.
- F. The Discipline Commission shall determine the appeal based upon the written record or it may schedule a hearing within seven calendar days of the submittal of all written records. Any such hearing shall be at the sole discretion of the Discipline Commission.
- G. The Discipline Commission shall provide a written decision, within seven calendar days of the date it receives a copy of the record, the written appeal, and any response from the Chief of Police or upon the completion of the hearing, if any.

The disciplinary decision of the Chief of Police will be considered final if the employee fails to meet any of the required appeal timelines.

RULE 3 LAYOFFS AND RECALLS

Section 1- Layoffs

Layoff is defined as any involuntary separation from employment, which does not involve an act on the part of the employee that could be the basis of discipline or termination. Whenever, for lack of work, funds, change in organizational structure, or other compelling reason, it becomes necessary to reduce the number of employees within the Pocatello Police Department, the following procedure shall apply:



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1. The Chief of Police, in consultation with the Union Executive Board, shall determine whether the positions will be reduced, requiring employee layoffs. Every effort should be made to cause the least amount of disruption to service when making the determination.
2. The person last hired for a position that has been identified as a position being reduced shall be the first laid off.
3. The names of those laid off shall be entered on an appropriate recall registry for the position they held at the time of the reduction, in inverse order of their layoff date.
4. When it is determined that it is appropriate to increase the number of employees in a position previously reduced, Human Resources shall certify all those laid off in the order their names appear on the appropriate recall registry. Employees will be recalled in the order their names appear on the appropriate recall registry. An employee who has been laid off and had two or more unacceptable performance evaluations in the year previous to the layoff will be placed at the bottom of the list and be notified of that fact at the time of the layoff. A person on the certified recall registry who declines, or after 10 days' notice, has failed to accept the recall, shall be considered permanently separated from the police department.
5. Recalls herein are subject to such medical examination and other conditions consistent with these rules as the Department deems necessary. Temporary medical disabilities (broken bone, short-term illness) shall not result in loss of recall rights.
6. In the event a previously promoted employee returns to duty, or the number of officers or employees holding that rank is reduced, the last officer or employee promoted shall be returned to the rank they held before. The officer or employee demoted shall be the first reinstated to the higher classification before anyone else on the current eligible register.
7. Officers or employees who are laid off prior to the completion of their probationary period must, upon recall, complete the remainder of the probationary period.

Section 2- Military Leave

The employee may elect to continue health insurance benefits for up to 24 months after the absence begins or the period of absence, whichever is shorter, paying 100% of the premium. If the military leave is 30 continuous days or less, health insurance benefits will continue at the employee's share of the premium. Employees may take accrued vacation time while serving on annual training duty if they so desire. Department heads may grant leaves not to exceed 15 continuous days in a calendar year. The Mayor of Pocatello may grant extended military leave.

RULE 5 SHIFT EXCHANGINGSection 1- Shift Exchanging

- 1) Upon approval of the Captain, any employee will have the right to exchange shifts with any other employee. The practice of exchanging shifts will be a voluntary program by the
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employees. Shift Differential is only paid for actual hours worked, and is not applied to sick, vacation, holiday, or comp time usage. (Workers' Compensation time will include shift diff.)

Section 2 Vacancies Filled From Promotional Examination Registers

Vacancies in the ranks of Lieutenant and above shall be filled by the applicants who have taken the designated competitive examination(s) to test their qualifications for the particular position to which they seek promotion and whose names have been placed on the eligible register according to the following procedures:

- A. When a position in the classified Police Positions is to be filled, the Chief of Police shall appoint one of three candidates with the highest standings on the latest certified eligible register established for the position to be filled.
- B. Officers not promoted shall retain their relative position on the eligible register until the establishment of a new register. In the event there is a current eligible register, efforts will be made to fill the vacancy within 30 working days of the occurrence of the vacancy. In the event that an examination must be held in order to establish an eligible register, efforts will be made to fill the vacancy within 30 working days after the establishment of the eligible register.
- C. All Lieutenants who meet the requirements for Captain are eligible to fill the vacancy. The Chief of Police can appoint any of the eligible Lieutenants to the rank of Captain.

Section 3: Eligibility for Promotional Appointments & Examinations

- A. Officers from any rank seeking promotion will be ineligible for the following:
 - A written reprimand for one year.
 - Anything greater than a written reprimand for 18 months.
 - The effective date will be the day the complaint is generated.
 - Officers cannot be promoted during their disciplinary period. Officers may take the exam if their disciplinary period expires within six months of the date of the exam. Once the officer becomes eligible, they will be placed on the roster according to their ranking.
- B. If fewer than four applicants are eligible to be promoted, no examination/assessment lab shall be given. If an officer is within their above-stated disciplinary time, they will not be considered eligible, even within one year.
- C.
- D. A Sergeant with an Idaho P.O.S.T. Advance and Supervisory Certification and at least 32



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college credits shall be eligible for promotion to the next higher rank of Lieutenant upon completion of at least two years of service at the rank of Sergeant. The examination will be extended to those candidates who, at the time of the examination, are within six months of completing the required two years of service at the rank of Sergeant, provided they will have completed the two years of service in that rank prior to the date of promotion.

- E. Lieutenants with an Idaho P.O.S.T. Management Certification and at least 64 college credits shall be eligible for promotion to the next higher rank of Captain upon completion of at least two years of service at the rank of Lieutenant. The examination will be extended to those candidates who, at the time of the examination, are within six (6) months of completing the required two years of service at the rank of Lieutenant, provided they have completed the two years of service in that rank prior to the date of promotion.
- F. If an officer accepts a promotion and later requests a reduction in rank prior to the expiration of the eligible roster from which they were selected, the officer's name will be removed from the eligible roster. The officer can retest for a promotion during the next testing cycle.
- G. If an officer declines a promotion, they will be taken out of the top three for the existing promotion. The officer will remain at their rank on the eligibility roster and may be considered for future promotional opportunities. If the officer declines a second opportunity to promote, they will be removed from the list and can retest after the list expires.
- H. If there are no eligible candidates who meet the minimum requirements for promotion, the Chief of Police has the ability to extend the eligibility to those members in that rank who are off probation. They will have one year to meet the required certification. Failure to meet the requirements will result in a demotion to the previous rank. The candidate would revert to their previous rank and seniority date. We will meet to discuss the need for this section and possible removal during the annual meeting with Union leadership.

Section 4 Notification of Promotional Examination

- A. Exams can include, but are not limited to, a written examination, oral board, assessment labs, and promotion packets for the ranks of Lieutenant and above. They shall be given whenever necessary to establish an eligible register, which shall be valid for one year.
- B. The Police Chief shall determine the date of the tests outlined in this rule and inform the eligible candidates of the date, time, place, and nature of the test at least 30 calendar days prior to the date of the examination.
- C. Upon notification by the Police Chief of the eligible position, officers shall have no more than 14 calendar days to submit in writing to the Police Chief their desire to apply for the position. Only those who have notified the Chief of Police in writing of their desire to apply for the vacancy will be considered. The applicant must make the request through the



applicant tracking system for the open position.

- D. All candidates who apply will be required to take the offered promotional examinations. If fewer than four applicants apply for the position, no assessment lab or written examinations will be given. If no written examination or assessment lab is given, a review of the member's personnel file will be evaluated, and the applicant may be subject to an interview with members of the Senior Staff. When fewer than four people indicate interest or are eligible, the eligible register shall serve only to fill the immediate vacancy.

- E. No examination shall be given for any one rank more frequently than once every

12 months unless the eligible register is exhausted and a position becomes vacant.

Section 5 Nature of The Promotional Examinations

- A. Promotional examinations can include, but are not limited to, the outline below when there is an opening, subject to this rule. The listed components will receive a numerical score. The eligible register shall be derived from the rankings obtained by adding the points from the following:

1. Written Examination- A maximum of **100 points**. The candidate must score a minimum of **75 percent** to continue in the process. The score will be based on a curve.
2. Assessment lab- Candidates will be notified of the general conditions of the lab.
3. Promotion Packet/Career Path- The candidate must turn the packet in at a time determined by the Chief of Police, or a designee, or electronically through applicant tracking. If the candidate does not score **75 percent (based on the curve)** on the written exam, there will be no points given for the Promotion Packet/Career Path. The packet must be submitted to the Chief of Police, a or their designee(s), or electronically through applicant tracking.
4. Longevity Points- **.05 points** per month of accredited service. Service months will be submitted by the candidate in the promotional packet, and the calculation of points will be done by a member of Senior Staff or designee. Human Resources will audit the calculation. Candidates receive points based on the month they are hired up to and including the month of the exam.
5. Oral Board- Once scores from the written examination are verified, and each candidate passes the above qualification, they will be scheduled for an appointment to meet with the Oral Board. The Oral Board will consist of:

LIEUTENANT	CAPTAIN
3 sworn members with at least 1 from within	3 sworn members with at least 1 from within



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the department (Lieutenant or above)	the department (Captain or above)
A Community Member with Leadership experience	A Community Member with Leadership experience
Human Resources Employee/Support Staff	Human Resources Employee/Support Staff

The Promotional Packet/Career Path will be reviewed during the annual review of the PAR for recommendations.

B. Challenges to the written exam for Lieutenant and above :

- a. Challenges to the written exam for Corporal/Detective and the Sergeant, Lieutenant, and above exams must be provided by the member in seven (7) calendar days.
- b. The challenge must be specific to the question, and the challenged material will be provided by the member.
- c. The challenge board will consist of:

Deputy Chief	1 Captain	HR Member
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- d. The board will have seven calendar days to render a decision. Once a decision is made, it will be shared with the member. If the member does not agree with the board, they can appeal it to the Deputy Chief of Police, who will have seven calendar days to render a decision. If the member does not concur with the decision of the Deputy Chief of Police, they will have three (3) calendar days to notify the Chief of Police, who will be the final step in the appeal process. The Chief of Police will have seven calendar days to render a decision.

Section 7 6 Preparation of Promotional Examinations

In preparing for the examination, a representative from Human Resources shall consult with the Chief of Police or their designated representative and/or with specially qualified persons or experts outside the Classified Service concerning the qualifications required of the applicants and data upon which the examination may be based. No applicant shall be consulted regarding the content of the examination. Prior to giving the examination, all examination content intended for use shall be in the exclusive possession and control of the examiner, who shall be accountable to the department for the secrecy thereof.

Section 8 7 Promotional Examination Results Review

The scores derived from the examination, including the assessment lab, will be discussed individually with each candidate upon request in a post-examination interview to be conducted by the Chief of Police or their designee within 30 calendar days of completion of the examination. The purpose of this interview will be to discuss with the candidate their areas of strengths and



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weaknesses as determined by the examination.

Senior Staff / Management will review the scores that are accumulated from Human Resources, including placement on the promotional list.

Section 9 8 Regulations for Examinations

- A. An examination shall be held in the presence of one Examiner, a Human Resources employee, or their duly authorized representative(s).
- B. At the direction of the Examiner, time limits may be used. If time limits are used, they shall be fixed by the Examiner, who shall
 - 1) advise the applicants at the start of the examination
 - 2) during the examination to give adequate notice of elapsed time and time remaining.
- C. No book of reference or data of any kind shall be allowed during any examination unless required as part of the examination unless required for specific exams.
- D. All papers pertaining to the examination shall be distributed at the same time, provided that no applicant shall receive testing materials prior to the actual time the applicant takes any portion of the exam.
- E. All examination papers shall be collected upon expiration of the time limit set if a time limit is used.
- F. If an applicant withdraws from an examination, the applicant shall turn in all papers that they received.
- G. In case of irregularity in an examination, the Examiner shall make a written report to the Department and the Union, and the report shall be filed with the working papers of the examination.

Section 10 9 Protest on Manifest Errors in Grading

A written request for review of the grading must be filed with Human Resources within seven calendar days of the date the notice is sent concerning the standing of the applicant. No change in rating will be made except for a manifest error in grading. Human Resources shall have the power to correct any error and amend or revoke any schedule, register, or other paper or record where it appears that an error or injustice has been done. After an eligible register has been corrected, amended, or revoked, notice shall be given to all persons whose standings upon the list may be affected by the alterations. The reasons for every action shall be recorded

Section 11 10 Initial Appointment and Promotional Re-Examination

The Chief of Police shall have the power to order re-examination of applicants whenever, in their judgment, the interest of the public service requires it.



Department

Section 12 11 Retention of Initial and Promotional Examination Results

Human Resources shall retain the examination results for all applicants for a period of two years from the date the initial results are announced or until another examination is conducted, whichever is later. Such examination results may then be disposed of in accordance with the City of Pocatello Records Policy.

Section 13 12 Penalty For Attempting To Influence An Examiner Or Human Resources

Any attempt on the part of an applicant (either by themselves or through others with their knowledge) to influence or induce the Human Resources Department or any Examiner or employee to give the said applicant an undue advantage or to accord a special rating on an examination shall be sufficient cause for the rejection of the applicant and disciplinary action.

POCATELLO POLICE DISCIPLINARY MATRIX

The following Matrix is a guide for the fair and impartial administration of discipline within the Pocatello Police Department (PPD).

The purpose of the Matrix is to provide a guideline for possible discipline ranges when employees are found to have engaged in violations of policies or rules of conduct, to establish consistency, predictability, and fairness in the discipline process, and to deter misconduct.

It is the purpose of this disciplinary Matrix to provide guidelines to determine the appropriate penalty by considering the totality of the circumstances, including the employee's history and mitigating and/or aggravating factors. The Matrix addresses the handling of both single and multiple offenses. For example, where an employee has engaged in multiple offenses, often the single act that warrants the highest penalty is used as the discipline guide, with the remaining acts considered as aggravating factors.

The discipline system of the PPD must be fairly, efficiently, and consistently administered so as to promote and maintain a culture of public accountability, individual responsibility and maintenance of the highest standards of professionalism possible. The discipline ordered should reflect the mission and values of the PPD and help to promote trust and respect within the Department and the community.

The investigation of allegations of misconduct must be fair, thorough, conducted with full regard for the rights of employees and designed to develop all relevant facts necessary for the fair determination of the issue in question.

Offenses not specifically included in the Matrix shall result in penalties consistent with offenses of a similar nature and seriousness.

Repeated violations of any of the Department's policies or any other course of conduct indicating a lack of regard or total disregard for the obligation or duties prescribed for members of the Department shall be just cause for imposition of maximum/aggravated penalty or dismissal proceedings.

When considering penalties, mitigating factors may reduce a penalty to non-punitive corrective action, while aggravating factors may increase the penalty.

Mitigating factors may include, but are not limited to the following: the misconduct was not premeditated; the employee had a secondary and/or minor role in the misconduct; the employee was forthright and truthful during the investigation; the employee accepted responsibility for his/her conduct; and the employee reported the incident.

Aggravating factors may include, but are not limited to the following: the misconduct was premeditated; the misconduct involved gross negligence or recklessness; the employee should have understood the consequences (length of service, training, etc.); the employee was not forthright or truthful during the investigation; serious consequences or injury occurred or could have occurred as a result of the misconduct; and the misconduct was committed with malicious intent or for personal gain.

Other factors that should be considered include, but are not limited to the following: effect on the integrity of the Department, degree of culpability, prior disciplinary history, severity of misconduct (multiple offenses), training, and length of service.

Violations that appear in multiple categories will require the Department to compare the underlying conduct to the definitions contained in each category in order to identify the appropriate category for the violation.

In some instances, demotion to a lower rank may be an acceptable means of discipline, depending upon the gravity and circumstances of the violation.

Probationary employees may be disciplined and dismissed without using the PPD Discipline Matrix.

The following categories describe levels of conduct that will be deemed a violation of PPD Policy, local and federal laws.

The Matrix is divided into sections according to these categories:

Category A: Offenses are generally minor violations, disregard of policy or minor performance issues. These are violations of policy or policies that do not involve a misuse of authority or an ethical offense, and have no impact or have minimal adverse impact on public safety or the professional image of the Department. These may include, but are not limited to the following:

- Rude, discourteous, or inappropriate comments/behavior or gestures to include profane or obscene language
- Failure to report off duty involvement in any incident requiring Department notification
- Using Departmental equipment while working secondary employment without authorization
- Improper/unauthorized transportation of prisoner
- Violation of prisoner processing/property procedures
- Violation of restraint procedures
- Failure to properly maintain firearm
- Failure to submit or file required reports
- Out of uniform/improper dress
- Failure to follow chain of command/obtain supervisor's approval
- Failure to advise of address/telephone change
- Failure to respond to the radio
- Failure to activate/use Mobile Vehicle Recorder (MVR) video and/or audio mic consistent with policy

Category B: Offenses are violations and/or disregard of policy and performance issues. These are violations of policy or policies that involve a misuse of authority or ethical offense and/or that create or pose the potential for clear serious adverse impact on public safety or the professional image of the Department. These may include, but are not limited to the following:

- Insubordination
- Failure to submit reports or responses to internal affairs requests by the time required
- Failure to notify a supervisor of a use of force as directed by policy
- Prohibition; restriction violations (i.e., location, hours, type of employment)
- Working while on sick leave, administrative leave, disability leave or limited duty status without authorization
- Inappropriate displaying of Department badge, logo or other police insignia and/or other equipment
- Improper/unauthorized searches including strip/cavity search
- Improper/unauthorized prisoner/detainee custody violations
- Prisoner/Detainee care violations
- Improper prisoner/detainee release
- Failure to follow proper procedures in the recovery and/or collection of evidence
- Failure to follow proper procedures in the preservation of a crime/incident scene
- Related to receipt of evidence (i.e., chain of custody)
- Chain of custody violations
- Improper storage and/or the release of evidence
- Improper recovery of found/abandoned property
- Improper storage and/or release of property
- Negligent or accidental discharge and/or use of firearm (no injuries or damage to property)
- Carrying an unauthorized firearm while on duty
- Carrying a firearm in violation of federal, state, local laws or Departmental regulations
- Failure to secure firearm (on/off duty)
- Carrying unauthorized ammunition while on duty
- Negligent or accidental use of Departmental less lethal weapons and/or equipment (no injuries or damage to property)
- More than two (2) preventable/at-fault motor vehicle accidents in a 12-month period
- Failure to report an accident or a motor vehicle accident
- Failure to assist/back up another law enforcement officer while on duty
- Failure to take necessary police action while on duty
- Violations of procedures for preliminary and follow-up investigations
- Improper procedures for an interview or interrogation
- Failure to perform assigned administrative duties (Supervisor)
- Failure to respond to scene when required or provide appropriate incident scene supervision (Supervisor)
- Failure to monitor proper prisoner safeguards and handling (Supervisor)
- Leaving assignment without permission
- Failure to obey an order

- Absent without leave and/or permission
- Court appearance related violations (i.e., failure to appear, tardiness, required paperwork)
- Sleeping while on duty
- Employees, unless in the performance of official business, shall not consume or purchase any intoxicant while on duty
- Purposefully and/or negligently losing/damaging Department equipment
- Allowing unauthorized persons to use Department equipment
- Failure to activate/use Mobile Vehicle Recorder (MVR) video and/or audio mic consistent with policy (Subsequent Offense)

Category C: Offenses are more serious violations, disregard of rules or policies or serious repeated performance issues. These are violations of policy or policies that involve a misuse or abuse of authority or an ethical offense, or that create or pose the potential for a major adverse impact on public safety or the professional image of the Department:

- Working secondary employment on Department time
- All harassment/discrimination
- Reckless use of Departmental less lethal weapons and/or equipment
- Unreasonable Force – force used that is outside what a reasonable officer would use
- Excessive Force – force that is excessive in scope, duration, or severity in light of the circumstances
- Arrests (i.e., lack of probable cause, failure to make required arrest)
- Deliberate inaccuracy of charging document, warrant application or testimony (not including perjury)
- Improper searches, seizures, or entries
- Failure to review and properly administer processing of search warrants, statement of charges, and miscellaneous court documents and orders (Supervisor)
- Unauthorized access of criminal history
- Unauthorized access of motor vehicle history or other law enforcement only information
- Unauthorized criminal/motor vehicle history dissemination
- Improper or unauthorized dissemination of Department information
- Obstructing or hindering a criminal investigation
- Failure to cooperate with an internal affairs investigation or directive
- Failure to notify a supervisor of a use of force as directed by policy (Intentional or Subsequent Offense)
- Employees shall never be impaired or intoxicated while off duty to the extent that such consumption results in obnoxious or offensive behavior which discredits the department or to the extent that such consumption renders them unfit to report for their next regular tour of duty
- An officer will not exercise any police authority, take any official police action or represent themselves as police officer while impaired by, or under the influence of, alcohol and/or drugs
- Officers will not be armed while impaired by, or under the influence of, alcohol or drugs
- Employees shall not consume intoxicants while off duty within the preceding eight (8) hours of reporting for duty

- Misdemeanor convictions
- Deliberate firearms discharge violation while on and off duty (no endangerment)
- Intentional misuse or intentional failure to activate/use Mobile Vehicle Recorder (MVR) video and/or audio mic consistent with policy

Category D: Offenses are major and non-correctable, including crimes and violations of public trust, for which dismissal is a required penalty regardless of the employees' prior disciplinary and work record. These are violations of policy that involve untruthfulness or other ethical offenses, any felonious conduct, or offenses that create or pose the potential for critical adverse impact on public safety or the professional image of the Department:

- Any intentional misrepresentation/lying allegations proven
- Failure to report firearm discharge when required
- Brutal Force – force that is without justification or mitigation in light of the circumstances and is severe or cruel in scope or duration
- Purposefully filing an inaccurate and/or false report
- Improper or unauthorized dissemination of investigation information
- Cheating on tests or other assignments
- Felony convictions
- Misdemeanor conviction for family violence crime involving the use or threatened use of physical force or a deadly weapon
- Deliberate firearms discharge violation while on or off duty (endangers life)
- Obstructing or hindering an Internal Affairs or administrative investigation

DISCIPLINE LEVELS AND PENALTY TABLE

When considering the penalty phase for sustained charges, follow the Penalty Table and always begin with the **PRESUMPTIVE PENALTY**. Mitigating or Aggravating penalties require specific written justification.

The following table lists the aforementioned categories and the range of penalties for each:

Discipline Level	Mitigating Penalty	Presumptive Penalty	Aggravating Penalty
A	Training & Counseling (Written)	Verbal and Written Reprimand	1 – 5 Days Suspension
B	Written Reprimand – 5 Days Suspension	1 – 10 Days Suspension	5 Days Suspension – Anything Less Than Termination (Includes Demotion)
C	5 – 10 Days Suspension	10 Days Suspension – Anything Less Than Termination (Includes Demotion)	Termination
D	10 Days Suspension – Anything Less Than Termination (Includes Demotion)	Termination	--