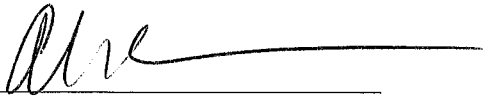


exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

3. That this Court shall retain jurisdiction over the Settlement and Release Agreement for enforcement purposes.

Dated: New York, New York
December 3, 2014



ALEXIS KARTERON
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Attorney for Defendants

SO ORDERED:

U.S. District Judge

Exhibit 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

ANDRE EPPS and TREVON HANKS,

Plaintiffs,

v.

Civil Action No.: 5:10-CV-1542
(DNH)(TWD)

CITY OF SYRACUSE; OFFICER JAMES
STONE, in his individual and official capacities;
and OFFICER MICHAEL THOMAS, in his
individual and official capacities,

Defendants.

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is entered into as of the 3rd day of December, 2014, by and between Plaintiffs, Andre Epps and Trevon Hanks, and Defendants City of Syracuse, Officer James Stone, and Officer Michael Thomas. Collectively, Plaintiffs and Defendants shall be referred to as the "Parties."

WHEREAS, Plaintiffs have instituted an action in the Federal District Court of the Northern District of New York against the individually named Defendants Officer James Stone and Officer Michael Thomas, and against the City of Syracuse, captioned as *Epps v. City of Syracuse, et al.*, Civil Action No.: 5:10-cv-1542 (the "Lawsuit"), asserting violations of their Fourth and Fourteenth Amendment rights pursuant to §1983, which includes excessive force and false imprisonment claims against the individually named officers along with supplemental state law claims of false arrest, assault and battery, and additionally asserting claims against the City

of Syracuse under the doctrine set forth in *Monell v. Department of Social Services*, 436 U.S. 658 (1978), and under the doctrine of *respondeat superior*, which claims Defendants deny;

WHEREAS, the Parties to this Agreement now desire to resolve all outstanding differences, disputes, conflicts, and claims that each has or may have against the other, including those alleged in this action;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Plaintiffs and Defendants hereby agree as follows:

1. No Admission of Liability. The Parties acknowledge that this Agreement and settlement payment was agreed upon as a compromise and final settlement of disputed claims and that payment is not, and may not be construed as, an admission of liability by Defendants and is not to be construed as an admission that Defendants engaged in any wrongful, tortious, or unlawful activity. Defendants specifically disclaim and deny any liability to Plaintiffs and deny engaging in any wrongful, tortious, or unlawful activity. This Agreement is entered into as an expedient and cost-effective alternative to costly litigation.

2. Settlement Payment. In full and complete settlement of the monetary portion of this settlement, Defendants agree to pay to Plaintiff Andre Epps the sum of FIVE THOUSAND DOLLARS (\$5,000) (the "Settlement Amount"), and Defendants further agree to pay to Plaintiff Trevon Hanks the sum of FIVE THOUSAND DOLLARS (\$5,000) (the "Settlement Amount") within 10 business days after the dismissal of this Lawsuit by the Court.

3. Special Relief – Syracuse Police Department taser policy changes. The individually named Defendants and the City of Syracuse deny all allegations, but nonetheless have agreed to enter into this Agreement out of a mutual desire to protect the Constitutional rights of all

members of the Syracuse Community, to continuously improve the safety and security of the people of the City of Syracuse, to keep Syracuse Police Department (“SPD”) employees safe, and to increase public confidence in the SPD, all in a cost-effective, timely, and collaborative manner.

After review of best practice models promulgated by the United States Department of Justice and model policies on Electronic Controlled Weapons (“Tasers”), SPD has agreed to revise its rules and regulations on Tasers, which are now contained in Volume 1, Article 4 – Rules of Conduct, Section 6.00A. The revised policy, attached hereto as Exhibit A (the “Revised Taser Policy”), is both substantive and procedural in nature. Implementation of the Revised Taser Policy affects multiple divisions within the Syracuse Police Department and as such will occur in phases. Parties agree that these phases will be met within “fixed” timeframes throughout the year, commencing upon execution of this agreement and conditional dismissal of this action.

Parties agree that the Revised Taser Policy will be adopted by the SPD on January 1, 2015. Implementation of the Revised Taser Policy will commence on January 1, 2015, and shall be fully implemented by January 1, 2016. The schedule of implementation of the Revised Taser Policy shall be as follows:

- Phase 1 – which will consist of internal operational changes, including the adoption of new taser use forms, new documentation protocols, and the assignment of responsibility to different divisions within the SPD to implement this policy – to be started by January 1, 2015, and to be completed by March 31, 2015;

- Phase 2 – which will consist of issuing a training bulletin to notify all members of the SPD of the Revised Taser Policy and requiring each member to sign off as to both receiving and reading the new policy – to be started by April 1, 2015, and to be completed by June 30, 2015;
- Phase 3¹ – which will consist of revising the current taser training material, retraining and issuing all new taser certifications, and conducting awareness and supervisor training for all non-certified taser officers – to be started by January 1, 2015, and to be completed by January 1, 2016, and about which Plaintiffs will be updated quarterly, in writing, including updates regarding how many officers have received certifications, awareness trainings, and supervisor trainings; and
- Phase 4 – which will consist of implementing the “Data Collection” section of the Revised Taser Policy and transposing that data to be documented in SPD’s annual report – to be started by October 1, 2015, and to be completed by December 31, 2015.

The Parties acknowledge, recognize, and agree that the dates above do not prevent or prohibit SPD from engaging or working on multiple Phases simultaneously. The Parties agree that Defendant the City of Syracuse will provide written quarterly updates to counsel to the Plaintiffs as to the progress made on each phase, with the understanding that some aspects of the Revised Taser Policy will take longer to implement than others. The written quarterly updates will be provided by the City of Syracuse on the fifteenth (15) day following the end of each quarter.

¹ The end date for the third quarter will be September 30, 2015.

4. Release of the City of Syracuse, Officer James Stone, and Officer Michael Thomas by Plaintiffs. In exchange for the consideration provided for in this Agreement, Plaintiffs and their heirs and assigns irrevocably and unconditionally release the individually named Defendants and their heirs and assigns, of and from all claims, demands, actions, causes of action, rights of action, contracts, controversies, covenants, obligations, agreements, damages, penalties, interest, fees, expenses, costs, remedies, reckonings, extents, responsibilities, liabilities, suits, and proceedings of whatsoever kind, nature, or description, direct or indirect, vested or contingent, known or unknown, suspected or unsuspected, in contract, tort, law, equity, or otherwise, under the laws of any jurisdiction, that the Plaintiff Releasors ever had, now have, or hereafter can, shall, or may have, against the Defendant Releasees, as set forth above, jointly or severally, for any and all claims, liabilities, damages, injuries, actions, or causes of action, which arise from Plaintiffs' allegations and claims as set forth in this Lawsuit.

5. In exchange for the consideration provided for in this Agreement, Plaintiffs and their heirs and assigns irrevocably and unconditionally release the City of Syracuse, its predecessors, parents, subsidiaries, affiliates, and past, present and future officers, directors, members, agents, consultants, employees, representatives, and insurers, as applicable, together with all successors and assigns of any of the foregoing, each only within their capacity as predecessors, parents, subsidiaries, affiliates, officers, directors, members, agents, consultants, employees, representatives, and insurers of the City and not in any individual capacity (collectively, for this paragraph only, the "Defendant Releasees"), of and from all claims, demands, actions, causes of action, rights of action, contracts, controversies, covenants, obligations, agreements, damages, penalties, interest, fees, expenses, costs, remedies, reckonings, extents, responsibilities, liabilities, suits, and proceedings of whatsoever kind, nature, or description, direct or indirect,

vested or contingent, known or unknown, suspected or unsuspected, in contract, tort, law, equity, or otherwise, under the laws of any jurisdiction, that the Plaintiff Releasors ever had, now have, or hereafter can, shall, or may have, against the Defendant Releasees, as set forth above, jointly or severally, for any and all claims, liabilities, damages, injuries, actions, or causes of action, which arise from Plaintiffs' allegations and claims as set forth in this Lawsuit.

Notwithstanding the foregoing, this release does not include Plaintiffs' right to enforce the terms of this Agreement, as specified in Paragraph 8.

6. Release of Plaintiffs by the City of Syracuse, Officer James Stone, and Officer Michael Thomas. In exchange for the consideration provided for in this Agreement, the City and its predecessors, parents, subsidiaries, affiliates, and past, present and future officers, directors, members, agents, consultants, employees, representatives and insurers, together with all successors and assigns of any of the foregoing, each only within their capacity as predecessors, parents, subsidiaries, affiliates, officers, directors, members, agents, consultants, employees, representatives and insurers of the City and not in any individual capacity, along with the individual Defendant Officer James Stone and Defendant Officer Michael Thomas, in their individual capacities (collectively, for this paragraph only, the "Defendant Releasors"), irrevocably and unconditionally release Plaintiffs, their successors and assigns, each only within their capacity as successor and assigns of Plaintiffs and not in any individual capacity (collectively, for this paragraph only, the "Plaintiff Releasees"), of and from all claims, demands, actions, causes of action, rights of action, contracts, controversies, covenants, obligations, agreements, damages, penalties, interest, fees, expenses, costs, remedies, reckonings, extents, responsibilities, liabilities, suits, and proceedings of whatsoever kind, nature, or description, direct or indirect, vested or contingent, known or unknown, suspected or unsuspected, in

contract, tort, law, equity, or otherwise, under the laws of any jurisdiction, that the Defendant Releasers ever had, now have, or hereafter can, shall, or may have, against the Plaintiff Releasees, as set forth above, jointly or severally, for any and all claims, liabilities, damages, injuries, actions, or causes of action, which arise from Plaintiffs' allegations and claims as set forth in this Lawsuit.

Notwithstanding the foregoing, this release does not include the City's or the individually named Defendants' right to enforce the terms of this Agreement, as specified in Paragraph 8.

7. Extent of Release. The release set forth in paragraphs 4, 5, and 6 above is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional, or other statutory claims arising out of any federal, state, or local laws, excepting enforcement actions as specified in Paragraph 8.

8. No Release of Settlement Obligations. Nothing contained herein shall be deemed to release or discharge any obligation undertaken by any party pursuant to the terms of this Agreement.

9. Dismissal of Action. Plaintiffs and their counsel shall take whatever steps or actions are necessary to ensure that this Lawsuit is dismissed in its entirety as to all named Defendants, with prejudice and without costs or fees, within 10 days of the Parties' signing this Agreement. Defendants will cooperate with Plaintiffs in securing the dismissal of this Lawsuit as appropriate.

10. No Outstanding or Known Future Claims / Causes of Action. Each party affirms that it has not filed with any governmental agency or courts any type of action or report against the other party, and currently knows of no existing act or omission by the other party that may constitute a claim or liability excluded from the release in paragraphs 4, 5, and 6 above.

11. Settlement of Contested Claims. This Agreement effects the settlement of claims that are contested and denied, and nothing contained in this Agreement shall be construed as an admission by any party of any fault, liability, or wrongdoing whatsoever. Further, this Agreement shall not be admissible in, nor is it relevant to, any litigation, action, and proceeding or settlement negotiation in any forum whatsoever, with the exception of any subsequent action brought by either party to enforce the terms of this Agreement.

12. Costs and Expenses. The Parties agree that each is to bear its own costs and expenses, including attorneys' fees, in connection with the Lawsuit and the negotiation of this Agreement.

13. Entire Agreement. The recitals set at the beginning of this Agreement are incorporated into and constitute a part of this Agreement. This Agreement constitutes the entire Agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, this Agreement may not be altered, amended, or modified in any way whatsoever, except by a writing duly signed by all affected Parties.

14. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or discovery or existence of any new or additional fact, or any fact different from that which either party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any party's rights to enforce the terms of this Agreement.

15. Severability / Interpretation. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining clauses, parts, terms, or provisions shall not be affected thereby and said illegal or invalid clauses, parts, terms,

or provisions shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.

16. Rules of Construction. The Parties acknowledge and agree that they have each had the opportunity to have this Agreement reviewed by counsel of their choosing. Therefore, the normal rule that ambiguities are construed against the drafter shall not apply in connection with interpretation and construction of this Agreement.

17. Governing Laws and Jurisdiction. This Agreement shall be governed by the laws of the State of New York, without regard to the provisions governing conflicts of law. Each party agrees to submit to the exclusive jurisdiction and venue of the U.S. District Court for the Northern District of New York in any dispute arising out of or concerning this Agreement. The prevailing party in any proceeding brought to enforce the terms of this Agreement shall be entitled to recover the fees, costs, and expenses incurred in commencing or defending the action, including an award for attorneys' fees.

18. Authority to Execute Stipulation. Each party acknowledges and represents that the person executing this Agreement on its behalf has the requisite authority to execute and enter into the Agreement for that party and thereby bind that party. Each individual executing this Agreement on behalf of any party acknowledges and represents that he or she has the requisite authority to execute and enter into the Agreement and thereby bind the party on whose behalf he or she executes the Agreement.

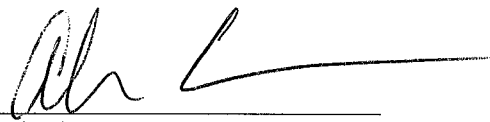
19. Dismissal Order. This Agreement shall not become effective if the Dismissal Order in the above-captioned actions does not include a provision retaining jurisdiction over enforcement of this Agreement.

20. Counterpart Signatures. The Parties to this Agreement may execute the Agreement in counterparts each of which may be considered an original when executed. Signatures by facsimile, e-mail, or email pdf shall be considered as originals.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

NEW YORK CIVIL LIBERTIES UNION
Attorneys for Plaintiffs

ROBERT P. STAMEY, ESQ.,
CORPORATION COUNSEL FOR
CITY OF SYRACUSE
Attorney for Defendants

By: 

Alexis Karteron, Esq.
Robert Hodgson, Esq.
Erin Beth Harrist, Esq.
125 Broad Street
New York, New York 10004


By: _____
Shannon T. O'Connor, Esq.
Assistant Corporation Counsel
233 East Washington Street
300 City Hall
Syracuse, New York 13202

Dated: Dec. 3, 2014

Dated: _____

Sworn to before me this
3rd day of December, 2014

Sworn to before me this
____ day of December, 2014



Notary Public, STATE OF NEW YORK
No. 018R6286322
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JULY 22, 2017

Notary Public

Exhibit A

Revised Taser Policy
Volume 1, Article 4 – Rules of Conduct
Section 6.00A
Tasers

Purpose

The purpose of this policy is to establish a set of guidelines for the use of ECWs that balances the recognition that ECWs are an appropriate tool for officers who must resort to the use of force in carrying out their legitimate duties, while fostering a responsible and accountable use of ECWs.

Policy

This policy is integrated into the City of Syracuse Police Department's overall use of physical force policy. An ECW is classified as a less lethal weapon and is intended to augment and provide a greater margin of safety for officers who might otherwise be forced to physically subdue a dangerous subject. As with all uses of force, these weapons shall be used within the limitations established by Article 35 of the New York State Penal Law. In addition all uses of force must be consistent with the Supreme Court standard established in *Graham v. Connor* to determine whether the force used is objectively reasonable, which articulates the following factors: the severity of the crime(s) at issue; whether the subject poses an immediate threat to the safety of the officer(s) or others; whether the subject is actively resisting or attempting to evade arrest by flight.

It shall be the policy of the City of Syracuse police department that ECWs are weapons of need, and not a tool of convenience. Officers must always consider the totality of the circumstances when applying these guidelines. This policy recognizes that in certain situations, exigent circumstances may outweigh a specific guideline. In such situations, however, the officer must be able to articulate a compelling reason for acting outside of agency policy or training.

The ECW is not a replacement for the Departmental issued firearm and should not be used without firearm backup in those incidents where there is a potential threat of deadly physical force towards the officer(s) or any third parties involved in the incident.

This policy is for internal use only and does not enlarge an employee's civil liability in anyway. This policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to any civil or criminal litigation brought against employees. This policy is to provide operational guideposts. Violations of this policy, if proven, can only serve as a basis for this department to utilize during non-judicial administrative action in accordance with the laws governing employee discipline.

Definitions

Activation. Pulling the trigger of an ECW, causing arcing or probe discharge.

Active Aggression. A threat or overt act of an assault (through physical or verbal means), coupled with the present ability to carry out the threat or assault, which reasonably indicates that an assault or injury to any person is imminent.

Active resistance. Active resistance means any physical act undertaken by a subject, against an officer, that could reasonably defeat a lawful attempt by the officer to gain control of the subject.

Application. The actual contact and delivery of electrical impulse to the subject via probe discharge or drive stun.

Arcing. Pulling the trigger to activate an ECW without discharging the probes. This may be done as a warning to the subject or to test the ECW prior to deployment (sometimes referred to as a spark test).

Cartridge. A replacement vessel that generally contains compressed gas, probes, connecting wires, and confetti tags.

Cycle. The period during which electrical impulses are emitted from the ECW following activation.

Display. Drawing and exhibiting the ECW as part of a warning tactic, typically, but not always accompanied by verbal warnings.

Drive stun. Acting as a touch-stun system when the ECW is brought into immediate, or close proximity, contact with a subject's body, or clothing.

Duration. The aggregate time that the ECW is activated. It is important to note that the duration of activation may be different from the duration of time that a subject is subjected to the electrical impulse from the ECW.

Electronic Control Weapon. An ECW is a less-lethal weapon. ECW means a weapon designed primarily to discharge electrical charges into a subject that will cause involuntary muscle contractions and override the subject's voluntary motor responses.

ECW application. ECW application means the contact and delivery of electrical impulse to a subject with ECW.

Exigent circumstances. Circumstances that would cause a reasonable person to believe that prompt and unusual action is necessary to prevent physical injury to self or others.

Laser painting. The act of unholstering and pointing an ECW at a subject and activating the ECW's laser dot to show that the weapon is aimed at the subject.

Neuromuscular incapacitation. The effect of the ECW on a subject when, through the application of an electrical pulse, the ECW dominates the motor nervous system by interfering with the electrical signals sent to the skeletal muscles by the central nervous system.

Passive Resistance. Passive resistance means non-compliance with officer commands that is non-violent and does not pose an immediate threat to the officer or the public.

Probe discharge/ deployment. Pulling the trigger to release the probes from the cartridge to make contact with the subject and achieve neuromuscular incapacitation.

Probe spread. The amount of distance between the probes fired from an ECW.

Probes. Projectiles with wires contained in an ECW cartridge. When the ECW is discharged, probes are expelled from the ECW and penetrate the subject's clothing and/or skin, allowing application of the electric impulse.

Sensitive areas. An area of the subject's body that may cause more serious injury to the subject if struck with an ECW probe (e.g., eyes, head, neck, genitalia, or female breasts).

Care and Maintenance

The training division or a designee of the chief will be responsible for the care and maintenance of all departmental tasers and related equipment.

Officers assigned to a City school will carry the X26 Taser that is equipped with an external mounted video camera. The camera begins recording automatically when the safety on the Taser is switched to the on position. Any footage on an X26 Taser video camera will be downloaded by a member of the training division or a designee of the chief and stored in a secure file within the Department's computer network.

Training

“Officers shall receive annual ECW certifications, which should consist of physical competency; weapon retention; [SPD] policy, including any policy changes; technology changes; and scenario-based training.”

Officers will be trained concerning the ability of electrical charge to act as an ignition for combustible materials.

Officers who are not equipped or authorized to carry an ECW are required to attend ECW training and familiarize themselves on the effects of ECWs so non-ECW equipped officers can effectively assist in gaining control of a subject who has been exposed to the ECW. This awareness training will emphasize the non-taser authorized Officer's responsibilities, including but not limited to, situations such as attempting to handcuff subjects during an ECW application and transitioning to other force options.

Supervisors will also receive awareness based training appropriate to the investigations they conduct and review regarding an officers use of force involving a taser.

Wearing of ECW

ECWs must be carried in a Department approved holster, attached to the officer's gunbelt, or secured to the officer.

ECW must be worn on the officer's non-dominant side in cross-draw position.

Use of ECW

Deployment: When can an officer use the taser and under what circumstances?

An ECW is equivalent to pepper spray on the use of force continuum and decisions to deploy an ECW requires the same basic justification, subject to specific restrictions listed below.

ECWs should be used only against subjects who are exhibiting active aggression or who are actively resisting in a manner that, in the officer's judgment, is likely to result in injuries to themselves or others. ECWs should not be used against a passive subject.

When possible, ECW should not be used on children, juveniles, the elderly, obviously pregnant females, frail individuals, against subjects operating or riding on any moving device or vehicle where the subject may fall while it is motion, against individuals in a body of water of sufficient depth to cause drowning, in situations where the subject may fall from an elevated surface, or when the officer knows that the subject suffers from a serious medical condition.

ECWs should not be used on handcuffed subjects unless doing so is necessary to prevent them from causing serious bodily harm to themselves or others.

ECW shall not be used:

- A. Officers are prohibited from using the device in a punitive or coercive manner;
- B. In drive-stun, or touch-stun, mode as a prod or escort device;
- C. To rouse unconscious, impaired, or intoxicated individuals;
- D. When combustible gases or flammable liquids are present;
- E. When a K-9 is in the process of apprehension, a taser will not be deployed;
- F. ECWs shall not be used for demonstration purposes unless specifically authorized by the Chief of Police.

Warnings

A warning should be given to a subject before deploying ECW unless doing so would place any person at risk. Warnings must include a verbalization, and may also include display, laser painting, arcing, or a combination of these tactics.

An Officer is not required to give a verbal warning if the warning would compromise the safety of the officer or others.

Officers shall make all reasonable efforts, when feasible, to warn other officers that a deployment is about to occur.

Multiple Applications / Extended Durations

Multiple Applications

Officers should not intentionally use more than one ECW at a time against a subject. Unless faced with exigent circumstances, no more than one officer should deploy an ECW against an individual at the same time.

Extended Durations

Officers should use an ECW for one standard cycle (five seconds) and then evaluate the situation to determine if subsequent cycles are necessary. Officers should give a new warning for every subsequent cycle. Officers should consider that exposure to the ECW for longer than 15 seconds (whether due to multiple applications or continuous cycling) may increase the risk of death or serious injury.

Any subsequent ECW applications [beyond 15 seconds] should be independently justifiable, and the risks should be weighed against other force options.

In determining the need for additional cycles, officers should take into account and beware that a person subjected to an ECW cycle may not be able to respond to commands during or immediately following exposure.

SPD and this policy recognizes, however that multiple applications may be necessary to gain or maintain control of a combative individual, particularly where back-up officers are unavailable.

Drive Stun Use:

ECWs shall be used in drive-stun mode only to supplement the probe mode to complete the incapacitation circuit, or as a countermeasure to gain separation between officers and the subject so that officers can consider another force option.

The drive stun mode can be used to complete the circuit in the event that one of the probes is ineffective or becomes dislodged. The drive stun mode can also be used in close quarters for the purpose of protecting the officer or creating a safe distance between the officer and the subject.

ECWs shall not be used in drive-stun mode as a pain compliance technique.

Targeted Area

Officers will make all reasonable efforts to avoid intentionally targeting a persons' head, neck, eyes, chest, or genitalia.

The target area for frontal probe deployment is lower center mass (below the chest) and below the neck for back shots.

Taser use on Animals

ECWs can be effective against aggressive animals. This policy specifically permits use of an ECW as a tool for officers to use when confronted with an aggressive animal.

6.18 POST DEPLOYMENT PROCEDURES: ^{6, 7, 8}

When an officer deploys a taser, that officer shall immediately notify a supervisor.

A supervisor should respond to all incident scenes where an ECW is deployed.

The probes, cartridges, afids, and wires will be collected by the Taser Officer and turned in as evidence according to the procedures set forth in the Department's Evidence Preservation, Collection and Processing policy. These items will be clearly marked as a biohazard.

- A. When an individual has been subjected to an application of a Taser in drive stun mode, the Taser officer will:
 - 1. Evaluate the individual for any obvious medical complications or residual effects.
 - 2. If applicable, follow the procedures set forth in section 6.19 of this policy regarding medical attention and transport via ambulance or patrol unit to a hospital.
 - 3. Individuals subjected to an application of a Taser in drive stun mode will be inspected and treated for any injury which is the direct result of the Taser application as set forth in the Taser International training course.
- B. When an individual has been subjected to an application of a Taser by probe, the Taser officer will utilize the following procedure:
 - 1. Certified Taser officers may remove imbedded probes under the following conditions:
 - a. The probe(s) is not in an area designated as "sensitive."
 - b. The subject is compliant.

- c. The subject does not have any obvious medical complications following the Taser deployment.
 - 2. Certified Taser officers that remove imbedded probes will follow established Taser International training protocols as it relates to probe removal and medical treatment.
 - 3. If the probes failed to make contact with the skin or have been dislodged (e.g. heavy clothing, self-removal by the individual), the Taser Officer will:
 - a. Evaluate the individual for any obvious medical complications or residual effects.
 - b. If applicable, follow the procedures set forth in section 6.19 of this policy regarding medical attention and transport to a hospital via a patrol unit or ambulance.
 - c. If the contact site on the body can be aggravated by transport in a patrol vehicle, (i.e. imbedded in the back, back of leg, ect.) then transport will be done via ambulance.
 - 4. Locate the site on the body corresponding to the site of the probe contact and treat as prescribed by the Taser International training course.
 - 5. When probe contact has been made to an area of the body designated as “sensitive”, (i.e. head, neck, breast, genital region) regardless if the probe is imbedded or not, professional medical treatment will be sought at an appropriate hospital.
 - a. If an individual requires professional medical treatment due to contact to a “sensitive” area, transport will be done via ambulance.
- B. Taser officers will remove non-imbedded probes (not imbedded in the body or skin) from individuals following the specified procedures set forth in the Taser user certification course.
- 1. Officers will always wear protective gloves when conducting non-imbedded probe removals from any individual.
 - 2. Non-imbedded probe removal and on scene medical treatment will be completed by officers of the same sex as the tased individual.
- D. When an individual has been subjected to both probe and drive stun contact, the Taser officer will follow the above listed procedures for drive stun and probe deployment treatment.

6.19 MEDICAL ATTENTION:^{2,7}

- A. Whenever a less lethal weapon has been used, the officer shall immediately evaluate the need for medical attention for the person upon whom the force was used. It is the officer's responsibility to arrange for such attention by requesting emergency medical services when the person has sustained a visible injury, complains of injury or discomfort, or requests medical attention. If the person refuses to be treated, the person must sign the refusal statement on the emergency medical service's Pre-Hospital Care report form. If the person refuses to sign, the refusal must be witnessed on the form. The subject's acceptance or refusal of medical care shall also be documented in the officer's report.
1. When a Taser is deployed against an individual who is a student or an individual under the age of 16, on school grounds or within any school in the City of Syracuse, the officer will not remove the probes and will request an ambulance to respond to provide medical attention.

Booking personnel will be notified any time that a prisoner who is being transferred into their custody has been subjected to the use of a Taser, and they will be notified of how many cycles the prisoner was exposed to and their duration.

Mandatory Medical Evaluation at a Hospital:

After exposure to an ECW, the following persons should be transported to an emergency medical facility for treatment:

Following a probe deployment, where a probe or probes have penetrated the skin and officers cannot safely remove probes.

Persons struck in a sensitive area, which includes eyes, head, neck, genitals, or female breasts.

Following either probe or drive stun deployment, any person who requests medical assistance.

Where a subject experiences prolonged ECW application (longer than 15 seconds), more than three cycles.

Where a subject has been exposed to the effects of more than one ECW device.

A subject in an at-risk category has been subjected to an ECW application, which includes young children, juveniles, persons who are small in stature, individuals who are elderly or frail, pregnant women, or persons who officers become aware have a pre-existing medical condition that increases the danger to them.

Any person who does not appear to have recovered after a reasonable time period, as determined by the officer following training guidelines.

Reporting and Accountability of ECW Use

The reporting requirements when an ECW is used are the same as found in Section _____ of SPD Rules and Regulations addressing other Less-Lethal Weapons. In addition to those requirements, the following information will be documented.

Data Collection

SPD will collect the following information for review, analysis, and evaluation of ECWs use by its officers: [figure out who is going to gather/collect this information -- & then recommend that it be put in the SPD annual report]

- A. Date, time, location of incident;
- B. The use of display, laser painting and/or arcing, any verbal warnings given, and whether those tactics deterred a subject and gained compliance;
- C. Identifying and descriptive information and investigative statements of the subject (including membership in an at-risk population), all personnel firing ECWs, and all witnesses
- D. The type and brand of ECW used [only applicable if SPD has different models]
- E. The number of ECW activations, the duration of each cycle, the duration between activations, and (as best as can be determined) the duration that the subject received applications
- F. Level of aggression encountered
- G. Any weapons possessed by the subject
- H. The type of crime/incident the subject was involved in
- I. Determination whether deadly force would have been justified
- J. The type of clothing worn by the subject
- K. The range at which the ECW was used
- L. The type of mode used (probe deployment or drive stun)
- M. The point of probe impact on a subject with the device in probe mode
- N. The point of impact on a subject with the device in drive stun mode
- O. Location of missed probe(s)
- P. Terrain and weather conditions during ECW use
- Q. Lighting conditions
- R. The type of cartridge used
- S. Suspicion that subject was under the influence of drugs or alcohol (specify if applicable)
- T. Medical care provided to the subject
- U. Any injuries incurred by personnel or the subject

Accountability

The Office of Professional Standards will initiate a use of force investigation when any of the following factors are involved:

- A. A subject experiences a proximity death or serious injury from ECW application

- B. A subject experiences prolonged ECW application (longer than 15 seconds)
- C. The ECW appears to have been used in a punitive or abusive manner
- D. There appears to be a substantial deviation from ECW training or policy
- E. A subject in an at-risk category has been subjected to an ECW application (e.g., young children, juveniles, individuals who are elderly or frail, pregnant women, or any other activation as determined by a supervisor).
- F. The ECW was used on school grounds

This investigation by the Office of Professional Standards is in addition to, and not a replacement of, the requirement that a supervisor complete a Subject Resistance Checklist and a Blue Team Use of Force Entry.