



## MEMORANDUM

### *Austin Police Department Office of the Chief of Police*

Human Resources Dept

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City of Austin

Received

**TO:** Joya Hayes, Director of Civil Service  
**FROM:** Brian Manley, Interim Chief of Police  
**DATE:** June 6, 2017  
**SUBJECT:** Agreed Temporary Suspension of Police Officer Chris Limmer #2953  
Internal Affairs Control Number 2017-0127

Pursuant to the provisions of Chapter 143 of the Texas Local Government Code, Section 143.052, and Rule 10, Rules of Procedure for the Firefighters', Police Officers' and Emergency Medical Service Personnel's Civil Service Commission, I have temporary suspended Police Officer Chris Limmer #2953 from duty as a City of Austin, Texas police officer for a period of twenty (20) days. The agreed temporary suspension is effective beginning on June 7, 2017, and continuing through June 26, 2017.

I took this action because Officer Limmer violated Civil Service Commission Rule 10.03, which sets forth the grounds for disciplinary suspensions of employees in the classified service, and states:

No employee of the classified service of the City of Austin shall engage in, or be involved in, any of the following acts or conduct, and the same shall constitute cause for suspension of an employee from the classified service of the City:

- L. Violation of any of the rules and regulations of the Fire Department or Police Department or of special orders, as applicable.

The following are the specific acts committed by Officer Limmer in violation of Rule 10:

On January 17, 2017, Officer Limmer was assigned to the Property Crimes Task Force (PCTF). On this date, the unit endeavored to locate and arrest a suspect with an active arrest warrant for burglary of a habitation. Officers from the unit located the suspect in northeast Austin and attempted to detain and arrest him. The suspect fled in a vehicle and then on foot, but was captured after a brief chase. While the suspect was lying face down on the ground in the process of being handcuffed, Officer Limmer ran up to him and without warning to the suspect or others officers, and without giving verbal commands to the suspect, Officer Limmer drive-stunned the suspect with his taser in his back for a five-second burst. At that time the suspect was not actively resisting arrest or trying to assault the officers. The use of the taser was not objectively reasonable under the circumstances.

By these actions, Officer Limmer violated Rule 10.03(L) of the Civil Service Rules by violating the following rules and regulations of the Austin Police Department:

➤ **Austin Police Department Policy 208.3: Taser Device Guidelines: Verbal Warnings**

**208.3 Verbal Warnings**

A verbal announcement of the intended use of the TASER Device should precede its application unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances.

- (a) The purpose of the warning is for the following:
  - 1. Provide the individual with a reasonable opportunity to voluntarily comply.
  - 2. Provide other officers and individuals with warning that a TASER Device may be deployed.
- (b) The aiming laser should never be intentionally directed into the eyes of another.
- (c) The fact that a verbal and/or other warning was given, or the reasons it was not given, shall be documented in any related reports, as well as any responses by the subject.
- (d) When given, the verbal warning should be "TASER, TASER, TASER" to prevent any confusion as to which weapon system is being deployed.

➤ **208.4.2 Prohibited Uses**

The following are prohibited uses of the TASER Device:

- (d) Against passively resisting subjects.

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In addition to this agreed temporary suspension, Officer Limmer agrees to the following terms and conditions:

1. Officer Limmer shall be evaluated by the Austin Police Department Psychologist or a qualified professional designated by the Chief.
2. If the Psychologist or qualified professional recommends a program of counseling, Officer Limmer must successfully complete that program of counseling.
3. If a program of counseling is recommended, said program will be completed on Officer Limmer's off duty time, unless the Chief approves the use of accrued vacation leave.
4. Officer Limmer shall be responsible for paying all costs of the program of counseling that are not covered by his health insurance plan.
5. If Officer Limmer fails to successfully complete the program of counseling the Chief may, at his sole discretion, indefinitely suspend him without right of appeal to the Civil Service Commission, to an Independent Third Party Hearing Examiner, to District Court, and Officer Limmer may not file a grievance under Article 20 of the Meet and Confer Agreement.
6. If this evaluation and/or the program of counseling raises a question whether Officer Limmer is sufficiently mentally or physically fit to continue his duties as a police officer, it could trigger the fitness for duty process set forth in Texas Local Government Code Chapter 143.081.
7. Officer Limmer shall attend any training specified by his chain of command.
8. Officer Limmer agrees to a probationary period of one (1) year, with the additional requirement that if, during the probationary period, he commits the same or a similar act of misconduct for which he is being suspended (the determination whether an act is the same or similar is solely within the purview of the Chief of Police and is not subject to review by the Civil Service Commission, an Independent Third Party Hearing Examiner, or District Court), he will be indefinitely suspended without the right to appeal that suspension to the Civil Service Commission, an Independent Third Party Hearing Examiner, to District Court, and he may not file a grievance under Article 20 of the Meet and Confer Agreement. The one year period begins on the day Officer Limmer returns to duty after completing his agreed suspension. Should Officer Limmer commit the same or similar violation outside the one year period, he will be indefinitely suspended but retains the right to appeal that suspension.
9. Officer Limmer understands that this temporary suspension may be taken into consideration in the Chief's determination whether a valid reason exists to bypass him for a future promotion in accordance with APD Policy 919.11.
10. Officer Limmer agrees that he, and all others claiming under him named herein or not, fully discharge, release and waive any and all known or unknown claims or demands of any kind or nature whatsoever that he now has, or may have in the future, including without limitations, claims arising under any federal, state or other governmental statute, regulation, or ordinance relating to employment discrimination, termination of

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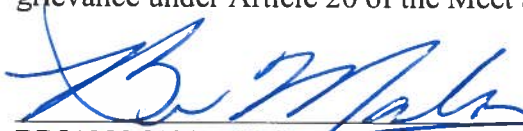
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employment, payment of wages or provision of benefits, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, as amended, the Family and Medical Leave Act, the Fair Labor Standards Act, and the Texas Commission on Human Rights Act, against the City of Austin, the Austin Police Department, or their respective agents, servants and employees, arising from the above-referenced incident, and any actions taken as a result of that incident, including but not limited to, the negotiation and execution of this agreed temporary suspension.

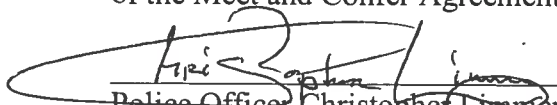
11. Officer Limmer acknowledges that he had the opportunity to discuss this agreed suspension and additional terms and conditions set forth herein with a representative of his choosing prior to signing his acceptance where indicated below.

By signing this Agreed Discipline, Officer Limmer understands and agrees that I am forgoing my right to indefinitely suspend him for the conduct described above and that by agreeing to the suspension, Officer Limmer waives all right to appeal to this agreed suspension and the additional terms and conditions to the Civil Service Commission, to an Independent Third Party Hearing Examiner, to District Court, and he may not file a grievance under Article 20 of the Meet and Confer Agreement.

  
BRIAN MANLEY, Interim Chief of Police \_\_\_\_\_ Date 6-6-17

TO WHOM IT MAY CONCERN:

I acknowledge receipt of the above and foregoing memorandum of agreed temporary suspension and I understand that by entering into this disciplinary agreement the Chief forgoes his right to indefinitely suspend me for the conduct described above and that by agreeing to the suspension, I have no right to appeal this disciplinary action, as well as the additional terms and conditions, to the Civil Service Commission, to an Independent Third Party Hearing Examiner, to District Court, and I may not file a grievance under Article 20 of the Meet and Confer Agreement.

  
Police Officer Christopher Limmer #2953 \_\_\_\_\_ Date 06-06-2017

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