



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., March 6, 2023

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: Minutes of the February 27, 2023 Regular Meeting

Approval of Agenda

1) Resident Request: Ron Hoke, representing the Goshen Historical Society, requesting a Sidewalk and Parking Space Closure for Window Replacement Project on March 14 and 15

2) Water & Sewer Office: Request for Sewer Relief – 25 The Willows – Shirley Truex

3) Redevelopment Department: Request for Approval of an Interlocal Agreement with Elkhart County for the Reclamation of CR 33 from CR 36 to CR 38

4) Legal Department: Baker Tilly Scope of Work Agreement for Tyler ERP Pro 10 Financial Management Suite (Incode 10) Migration Assistance

5) Legal Department: Agreement with Baker Tilly US, LLP to conduct an executive search for a Utilities City Engineer

6) Legal Department: Agreement with Precise Builders for the construction of a 60x20x16 pole barn addition to the City's cold storage facility



7) Legal Department: South Bend Elkhart Regional Partnership and Affiliate's Community Service Funds Agreement

8) Legal Department: Agreement with Eyedart Creative Studio for Good of Goshen 2023 Marketing Campaign

9) Legal Department: Resolution 2023-09 – Authorizing the Purchase of 2 single axle dump trucks

10) Legal Department: Resolution 2023-10 – Approving Certain New or Revised City of Goshen Police Department Policies and Repealing Certain Policies

11) Engineering Department: ESRI – Small Enterprise Agreement for GIS Software Services (JN: 2022-0027)

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE FEBRUARY 27, 2023 REGULAR MEETING**

Convened at 2 p.m. at the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Jeremy Stutsman, Mike Landis, Mary Nichols, and Barb Swartley

Absent: none

CALL TO ORDER: Mayor Jeremy Stutsman Called the meeting to order at 2:01 p.m.

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the February 13, 2023 Regular Meeting. Board Member Barb Swartley moved to accept the minutes as presented and the motion was seconded by Board Member Mary Nichols. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda. Board Member Swartley moved to approve the agenda as submitted, Board Member Nichols seconded the motion. Motion passed 4-0.

1) Police Department: Approve the retirement of Officer Todd Shidler effective Feb. 19, 2023.

City Police Chief Jose Miller asked the Board to approve the retirement of Officer Todd Shidler effective February 19, 2023. He said Officer Shidler started his GPD career approximately 27 ½ years ago, serving as a reserve officer, night shift patrol officer, firearms trainer and a training lieutenant at the training facility. Chief Miller wished Officer Shidler the best in all his future endeavours. Board Member Swartley moved to accept the retirement of Officer Todd Schidler effective February 19, 2023, Board Member Nichols seconded the motion. Motion passed 4-0.

2) Fire Department: Withdraw the conditional offer of employment extended to Jared A. Smith as a probationary firefighter and terminate conditional offer of employment agreement

Shannon Marks, the Legal Compliance Administrator, said that the Board extended a conditional offer of employment to Jared A. Smith on January 23, 2023 and authorized the mayor to execute the offer. On February 10, Mr. Smith asked to withdraw from the hiring process. Marks asked the board to officially withdraw the conditional offer and terminate the January 23 agreement with Jared A. Smith. Board Member Swartley moved to withdraw the January 23, 2023 conditional offer of employment extended to Jared A. Smith as a probationary firefighter and to terminate the January 23, 2023 Conditional Offer of Employment Agreement with Jared A. Smith. Board Member Nichols seconded the motion, motion passed 4-0.



3) Fire Department: Approval for a double sided, LED lighted monument style sign structure for Regional Training Center by Signtech Sign Services for \$11,849.55

Mayor Jeremy Stutsman introduced the structure, saying that he worked with Goshen Fire Department to prepare signage because the Fire Department is working with more outside organizations such as other fire departments, the U.S. Army and Reserves. He said that better signage would help others better identify the location. Board Member Mike Landis asked if the board is approving the cost of the signage, the mayor confirmed that Landis is correct and that the sign already fits the City's sign ordinances. Board Member Swartley moved to approve the double-sided LED lighted monument-style sign structure for the Regional Training Center by Signtech Sign Services for \$11,849.55 Board Member Nichols seconded the motion, motion passed 4-0.

4) Resident request: Christopher Jones of Goshen is requesting approval to add a gravel driveway to the property at 425 N 9th Street

Goshen Resident Christopher Jones asked the board for permission to set gravel in the highlighted portion of the aerial map. Rossa Deegan, Planning & Zoning Administrator, said that Jones had worked with the Planning & Zoning Office to resolve property issues since the property currently has no parking area. Deegan said that the Planning Office has no problems with the gravel placement. Board Member Landis asked if the plan matches driveway requirements for the City, Deegan said that he did not review that issue but he scales the plan at 25' x 50'. Mayor Stutsman said he did not see any problems with the plan if the Planning Department approves of it. Board Member Swartley moved to accept Jones' request to add a gravel driveway to the property at 425 North 9th Street off the alley with the note that there are other gravel driveways in the area. Board Member Nichols seconded the motion, motion passed 4-0.

5) Griffen P&H, Inc. request: Mike Robertson request to install two mini splits in in the alley just west of 119 Lincoln Avenue

Mike Robertson proposed to install two mini-splits about 9 ½ feet off the ground in an alley west of Lincoln Avenue and then install 3" steel posts around in the corner of each to protect equipment from passing vehicles. Board Member Landis asked if the telephone pole is further out than the proposed steel posts, and Robertson confirmed that the telephone pole is 33" from the building while the posts will be only 23" from the building. Josh Corwin, City Engineer said that the City usually requests the units be installed at a height of at least 14 feet, but David Gibbs in the Streets Department is fine with the proposed 9-foot height on the condition that the units be moved if they pose an issue with passing vehicles. Board Member Swartley moved to allow Griffin P&H Inc to install two mini-splits in the alley just north of Lincoln Avenue at a 9-foot level with the understanding that if they become an issue they may need to be raised to 14 feet. Board Member Nichols seconded the motion, motion passed 4-0.

6) Mayor's Office: Approval of sponsorship agreement with Goshen City FC, LLC for \$12,500



Mayor Stutsman said that Goshen City FC is a new semi-professional soccer team that would play teams from Detroit, Indianapolis and Chicago and that several Council Members are excited for the City of Goshen to sponsor this team. Board Member Swartley moved to approve the sponsorship agreement with Goshen FC, LLC in the amount of \$12,500. Board Member Nichols seconded the motion, motion passed 4-0.

7) Legal Department: Approval of six Community Service Partnership Agreements for 2023

Brandy Toms, a Paralegal from the Legal Department, outlined the community service partnership agreements and their totals:

- Center for Business Excellence, Inc. (\$10,000);
- Chamber of Commerce of Goshen, IN, Inc. (\$50,000);
- Downtown Goshen, Inc. (\$70,000);
- Goshen Historical Society, Inc. (\$15,000);
- Goshen Theater, Inc. Inc. (\$75,000) and
- Warsaw Housing Authority (\$27,600)

Mayor Stutsman said that the Council approves separate budgets in the EDIT Fund for each of these agreements. He corrected the Downtown Goshen, Inc. which was increased to \$75,000 for 2023. Board Member Swartley moved that the City of Goshen approve the agreements as stated with the additional \$5,000 to Downtown Goshen, Inc. for a total of \$75,000, Center for Business Excellence, Inc., Chamber of Commerce of Goshen, Downtown Goshen Inc., Goshen Historical Society, Inc., Goshen Theater, Inc., and Warsaw Housing Authority to support the projects outlined in their submitted applications and authorize Mayor Stutsman to execute accordingly. Board Member Nichols seconded the motion, motion passed 4-0.

8) Legal Department: Amendment Agreement with Cummins Sales and Service, Inc. for inspection and diagnostic testing of City generators

Brandy Toms asked the board to approve an amendment to the existing generator maintenance agreement with Cummins Sales & Service, Inc. Board Member Swartley moved to approve and authorize the Mayor to execute the amendment agreement with Cummins Sales and Service, Inc. for inspection and diagnostic testing of City generators to extend the term through and including August 31, 2024 at a cost not to exceed \$26,789.77. Board Member Nichols seconded the motion, motion passed 4-0.

9) Legal Department: Renumber Resolution 2023-04 to Resolution 2023-05 for the Interlocal Agreement with Elkhart County for Animal Control Services

Shannon Marks, Legal Compliance Administrator, requested the board renumber the Animal Control Services agreement from Resolution 2023-04 to Resolution 2023-05. Board Member Swartley moved to



renumber Resolution 2023-04 to Resolution 2023-05 for the Interlocal Agreement with Elkhart County for Animal Control Services. Board Member Nichols seconded the motion, motion passed 4-0.

10) Legal Department: Resolution 2023-06 Acquisition of Real Estate at 3105 Peddler's Village Road

Shannon Marks asked the board to consider a resolution to purchase property because of planned roadway improvements at the intersection of Reliance Road and Peddler's Village Road. Board Member Swartley moved to adopt Resolution 2023-06, Acquisition of Real Estate at 3105 Peddler's Village Road. Board Member Nichols seconded the motion, motion passed 4-0.

11) Legal Department: Resolution 2023-08 Special Purchase of Road Salt

Shannon Marks provided background on the State of Indiana's Road Salt Program and said that the City must provide and commit to a projected tonnage in order to participate in the program. Resolution 2023-08 authorizes the City to request 1,200 tons of road salt. Mayor Stutsman said that the City currently holds a considerable amount of salt that will be held until next winter. Board Member Swartley motioned to adopt Resolution 2023-08, Special Purchase of Road Salt. Board Member Nichols seconded the motion, motion passed 4-0.

12) Legal Department: Award the bid for Public Recycling Drop-Off Site Services to BFI Waste Services of Indiana LP, d/b/a Republic Services of Elkhart, as the lowest responsible and responsive bidder and approve the contract with BFI

Shannon Marks recommended that BFI Waste Services of Indiana, LP, d/b/a Republic Services of Elkhart be awarded the bid for the Public Recycling Drop-Off Site Services. She also requested the board approve the contract through December 31, 2027 with the option to extend up to 19 additional months at a total initial cost of \$239,859.84, a monthly cost of \$4,707.13 if extended through 2028 and a monthly cost of \$4,895.42 if extended into 2029. Mayor Stutsman said that the Legal Department is also preparing an Ordinance for the Common Council that authorizes the City to fine individuals who dump inappropriate items at this location using cameras to catch license plates of people who disrespect the rules. Board Member Swartley moved to award the bid for Public Recycling Drop-Off Site Services to BFI Waste Services of Indiana LP, d/b/a Republic Services of Elkhart, as the lowest responsible and responsive bidder, and to approve the contract for Public Recycling Drop-Off Site Services with BFI Waste Services of Indiana LP, d/b/a Republic Services of Elkhart, and authorize the Mayor to execute the Contract on behalf of the Board of Public Works and Safety and the City of Goshen. Board Member Nichols seconded the motion, motion passed 4-0.

Mayor Stutsman said that the City is working to have the City Recycling Site open before the County closes the last site at Martin's Supermarket on March 31.



13) Legal Department: Resolution 2023-07 Interlocal Agreement with Elkhart County for a Municipal Solid Waste Recycling Station

Shannon Marks asked the board to approve Resolution 2023-07, an Interlocal Agreement with Elkhart County in which the County provides funding for the City to maintain the proposed Recycling Station. Mayor Stutsman said that because the County is closing its recycling sites, it offered to support any Cities or Towns that wish to operate their own recycling sites. Board Member Swartley moved to adopt Resolution 2023-07, Interlocal Agreement with Elkhart County for a Municipal Solid Waste Recycling Station. Board Member Nichols seconded the motion, motion passed 4-0.

14) Legal Department: Agreement with ChargePoint, Inc for the 5-year leasing of three Dual Port EV Charging Stations

Brandy Toms asked the board to approve an agreement with ChargePoint, Inc to lease EV Charging Stations. Mayor Stutsman said that the Common Council passed an ordinance to allow charging fees at the EV stations, which the ChargePoint Chargers are designed to do. Board Member Swartley moved to approve and authorize Mayor Stutsman to execute the agreement with ChargePoint, Inc for the 5-year leasing of three (3) Dual Port EV Charging Stations at a cost of \$36,000. Board Member Nichols seconded the motion, motion passed 4-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda): Mayor Stutsman opened Privilege of the Floor at 2:31 p.m.

At 2:31 p.m., Mayor Stutsman temporarily closed the Board of Works & Safety meeting and convened the City of Goshen Stormwater Board to consider an agenda item.

CITY OF GOSHEN STORMWATER BOARD MINUTES OF THE FEBRUARY 27, 2023 REGULAR MEETING

Convened at 2:31 p.m. at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Members Present: Mayor Stutsman, Mike Landis and Mary Nichols

Members Absent: none

15) Stormwater Department: Post-Construction Plan Approval for Star Truck Rental, Inc. East Trailer Parking Expansion (JN: 2021-2016)

Director of Public Works Dustin Sailor said the developer of Star Truck Rentals submitted a sufficient post-construction plan complaint with Ordinance 4329. Board Member Nichols motioned to accept the post-construction stormwater management plan for Star Truck Rental, Inc. East Trailer Parking



Expansion as it has been found to meet the requirements of City Ordinance 4329. Board Member Landis seconded the motion, motion passed 3-0.

Mayor Stutsman adjourned the City of Goshen Stormwater Board and reconvened the Board of Works & Public Safety meeting at 2:32 p.m.

Approval of Civil City and Utility Claims

As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman moved to approve Civil City and Utility claims and adjourn the meeting. Board Member Nichols seconded the motion, motion passed 4-0.

Adjournment

Mayor Stutsman adjourned the Board of Works meeting at 2:32 p.m.

APPROVED:

Mayor Jeremy P. Stutsman

Mike Landis, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



GOSHEN
Historical
SOCIETY

124 S. Main Street
Goshen, Indiana 46526
574.975.0033
museum@goshenhistorical.org
www.goshenhistorical.org

February 28, 2023

To: The City of Goshen Board of Public Works and Safety

Re: Sidewalk and Parking Space Closure for Window Replacement Project on March 14 and 15

To Whom It May Concern:

The Goshen Historical Society has contracted Quality Window and Door, Inc, to complete a window replacement for four (4) second floor windows that face Main Street above our museum at 124 South Main Street. Attached is a description, provided by Quality Window and Door, of the project and its projected timeline.

We are requesting that five (5) angled parking places in front of the museum be reserved for the equipment needed for the project. The picture provided asks for only three spots but they were referencing parallel spots. In addition the sidewalk as shown in front of the museum needs to be roped off to keep pedestrians out of the work area.

The city arborist has already been notified of the project and the pruning project they have planned for the downtown should take care of the needed trimming by the date of the project.

Thank you for your consideration of this request.

Ron Hoke

Goshen Historical Society Board President



GOSHEN HISTORICAL MUSEUM WINDOW REPLACEMENT

(4) total windows, upper Main street facing



Regarding window replacement (4 units shown highlighted in **yellow**) at the Goshen Historical Museum (124 S. Main St. Goshen): Window replacement to take place on *March 14 and 15*, at approximately 8:00 a.m., we are hoping to be done in (1) day. We would like to request from the city of

Goshen to have (3) parking spots reserved for us as shown in photograph and labeled as #1,#2,#3. We will be bringing a man lift to be parked in parking spot #2 as shown. The other spots would be for a work truck and a trailer. We would like the sidewalk to be roped off as shown in RED so pedestrians are not walking under where we are working.

We would also like to request the city arborist trim back the tree branch shown in photo below (also highlighted in yellow) so we can get the windows installed safely and properly:



The arborist would be welcome to utilize the lift we will have onsite to do the trimming.

Please contact Nate King of Quality Window & Door (574-215-9396) for further questions.

Thank you for your help & consideration,

A handwritten signature in black ink that reads "Nate King".

Nate King, President

Quality Window & Door, Inc.



Kelly Saenz, Manager
WATER & SEWER UTILITIES BUSINESS OFFICE
CITY OF GOSHEN

203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961
watersewer@goshencity.com • www.goshenindiana.org

March 1, 20023

To: Board of Public Works and Safety
From: Kelly Saenz, Utility Billing Office Manager
Subject: Request for Sewer Relief -25 The Willows- Shirley Truex

Attached is a letter from Mrs. Shirley Truex, resident at 25 The Willows. Mrs. Truex is requesting sewer relief from a water leak caused by a broken water line under her mobile home unit. This leak occurred on 1/3/2023- 1/11/2023. The repair to the water line was made on 1/12/2023.

The Utility Office attempted to notify Mrs. Truex of her water leak on 1/5/2023 and again on 1/11/2023. Upon making contact with the customer the Goshen Water & Sewer office was able to determine the water did not flow into the sewer and therefore, would qualify for sewer relief.

The total amount of credit to the customer for this leak is as follows:

12/1-1/1	Total Sewer Billed	\$1,826.46
1/1-2/1	Total Sewer Billed	\$1,563.96
	Sewer Average	\$ 49.49

Total Amount of Credit:

12/1-1/1	Total Credit	\$1,776.97
1/1-2/1	Total Credit	\$1,514.47

Total: \$3,291.44

Suggested Motion:

Move to grant Shirley Truex's request for sewer relief in the amount of \$3,291.44.

Feb 8th 2022
To the Board of Works,
my name is Shirley
Ticey. I live at 25 the Willow
Lot 25. I moved here in Jan
of 2022. I missed the first call
I had from the water works.
They called again on Jan 11th to
say I must have a water leak
as they had a bill for \$2,400.00;
my bills had only been in the
\$30.00 dollar range in the months
before. I called my office here
and a maintenance man came
and checked under the home
and found a broken pipe ^{leading} ~~to~~
~~to the water heater so.~~
he turned the water off. I called
a plumber who came the next
day and fixed the leak. Abbas
Plumbing was only billed at
\$219.20. I then called my grand
son who came the next day
and fixed the plug for the
heat tape. He wouldn't
charge me anything because

~~because~~ I was his grandma.
The water was turned back on
I had my water off for 2 days
so I borrowed buckets of water
from my neighbor and my daughter
& son in law to flush the toilets
and for drinking water. I called
the insurance Co Progressive and
found out I had \$1,000 deductible
so they wouldn't pay since I didn't
have enough damages.

I've tried to keep my bills
paid out of my security check
each month but \$2400 is not in
my budget. My husband died
in Sept of 2019 of Parkinson's
disease at Miller's Manor
so I am now living on my pension
alone.

I just had my 88th birthday on
Jan 13, 2023 so this was not a
very good birthday present.

I would appreciate anything you
can do about this large bill.

↳ Thank you for your consideration
of this.
Shirley Trevelyan

The plumber said ~~is~~ it is
very hard for the heat tape
to keep this from ~~stopping~~^{freezing}
freezing when the temperature
is below ~~0~~ zero. so I would
be very thankful if you could
tell me what to do if it gets
so cold again so this won't
happen again.

—

To the water works

076 Kelly



Water & Sewer Utilities Business Office
CITY OF GOSHEN

203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961

watersewer@goshencity.com • www.goshenindiana.org

Request for Sewer Charge Adjustment

All fields must be filled out to process this request

Account#: 285-0860-02

Account Holder Name: Shirley Truex

Service Address: 25 The Willows

Contact Phone: 574-265-3696

Date of Leak: 12/01-2/01

Cause of Leak: Broken Pipe

Has Leak Been Repaired: yes

Has Leak Been Verified: yo Matt Beard 1/17/23

Total Amount of Credit: \$1776.97 + \$1514.47

SSR \$49.49

Total \$3291.44

12/01- 1/01 1,826.46

1/01- 2/01 1,563.96



Account Number 285-0860-02 New Occupant

Address 25 THE WILLOWS

Zone 02 ** Notes **

Name TRUEX, SHIRLEY A

General Metered Non-Metered Financial Information Comments History Consumption History Service Orders Devices

Code EZPAY Text REQ OUT EZPAY LEAK 1-18-2023

Description EZ PAY CUSTOMER

Code	Description	Data	Addr/Occup
EZPAY	EZ PAY CUSTOMER	REQ OUT EZPAY LEAK 1-18-2023	
CALL	CALLED CUSTOMER	LM LEAK 1-5-2023	
CALL	CALLED CUSTOMER	SPK HIGH USAGE 1-11-2023	
OWN	OWNER	THE WILLOWS MHP	
USA	USA METERS	12/07/2017	

Edit This Record

Clear

View

kellysaenz

Saenz, Kelly

From: Saenz, Kelly
Sent: Tuesday, January 17, 2023 10:57 AM
To: Holdren, Kent; Beard, Matt
Cc: Johnson, Bill; Hornish, Nick; Battles, Nick
Subject: 25 The Willows
Attachments: chart (47).png

Customer had a huge leak- we notified them on 1/5/23 however it was not fixed until the 1/11/23. They are seeking sewer relief.

Can you please contact the customer for verification?

Customer name: Shirley Truex
Customer address: 25 The Willows
Customer phone: 574-265-3696

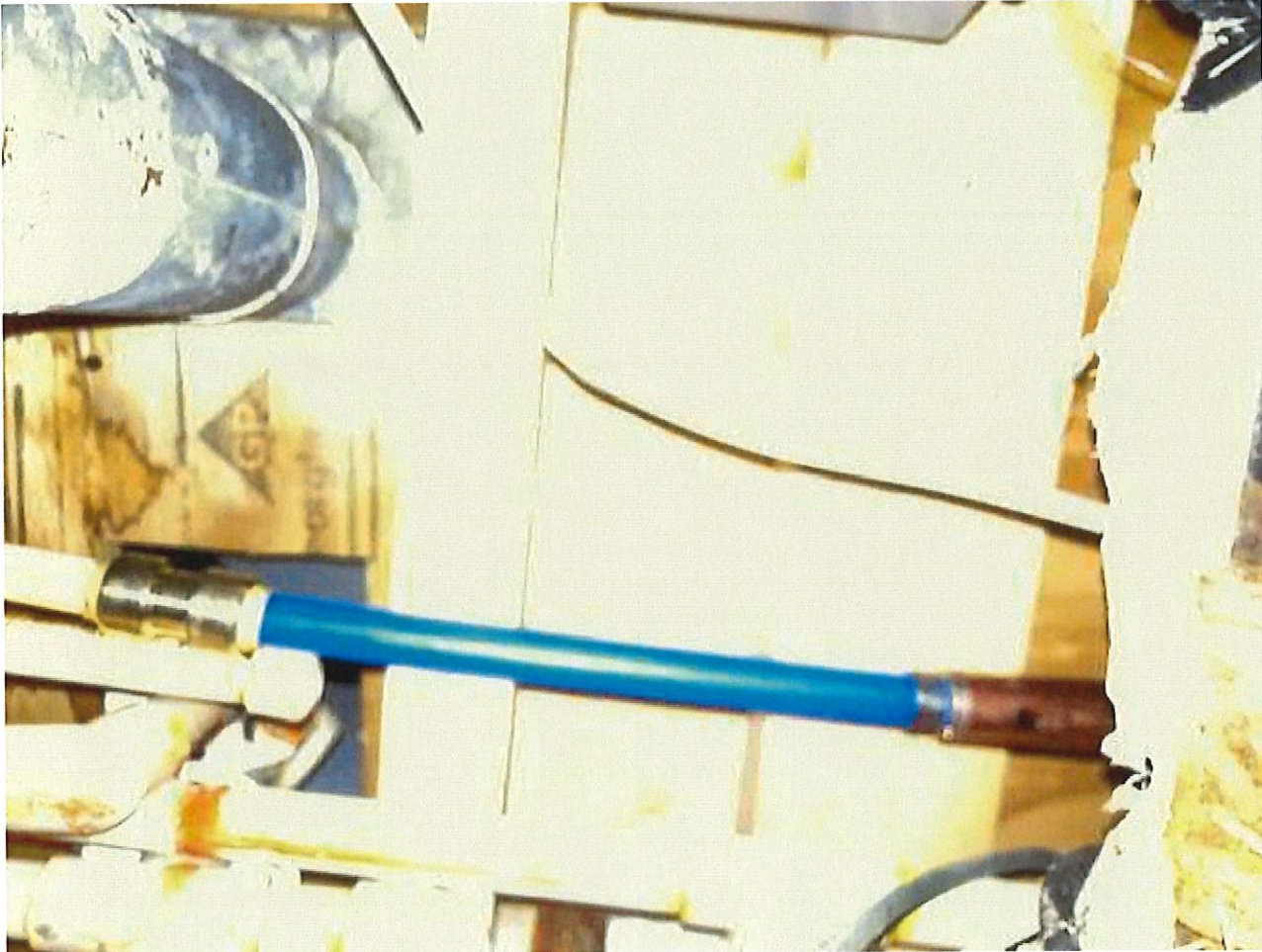
Regards,

Kelly Saenz, Manager
City of Goshen
Water & Sewer Utilities Business Office
203 South Fifth Street
Goshen IN 46528
574-534-1706
574-533-6961 (fax)
kellysaenz@goshencity.com

Saenz, Kelly

From: Beard, Matt
Sent: Tuesday, January 17, 2023 2:36 PM
To: Saenz, Kelly; Holdren, Kent
Subject: Sewer relief 25 The Willows

I met with the owner of number 25 The Willows this afternoon to see if they would qualify for sewer relief. Below is a pic of the repair that was made to the water line that was leaking. The water ran back into the ground not into the sewer. Yes they would qualify for relief.

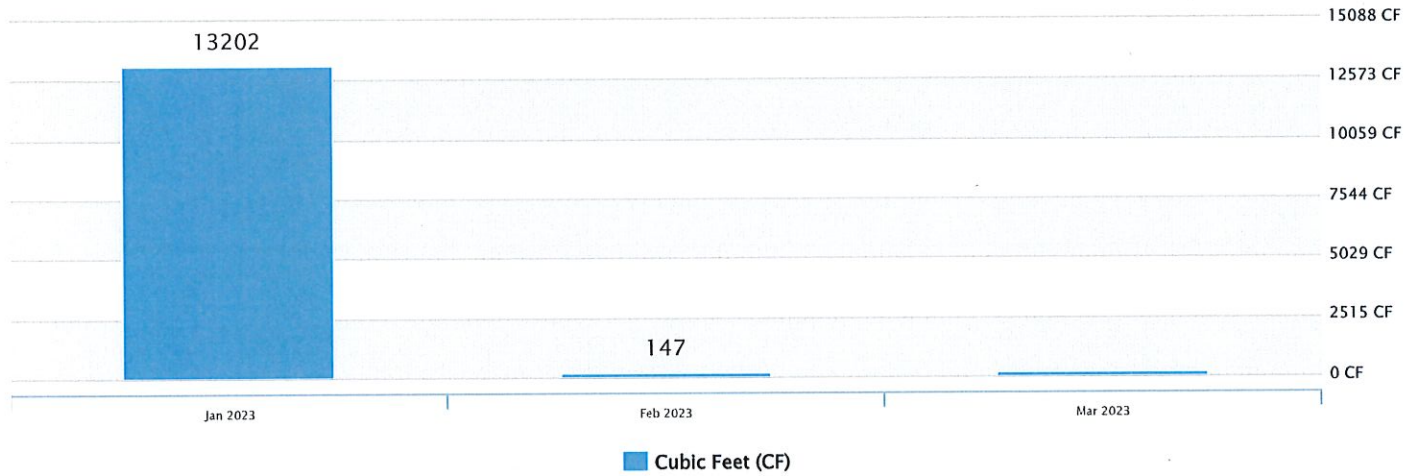


Sent from my iPhone

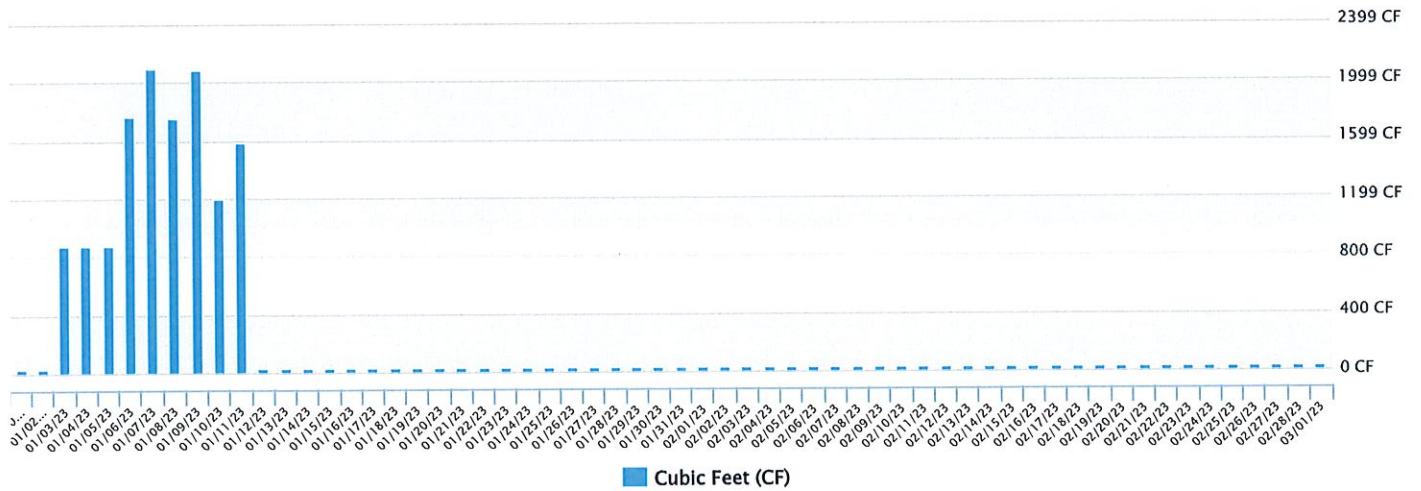
01/01/2023 - 03/01/2023

Device Number: 82849120IP
Account Number: 285-0860-02
Radio Number: 15840252
Customer Name: SHIRLEY A TRUEX
Processed Date/Time: 02/28/23 21:27:35 EST
Uploaded Date/Time: 02/28/23 16:02:32 EST
Location: 25 The Willows Goshen City IN 46528

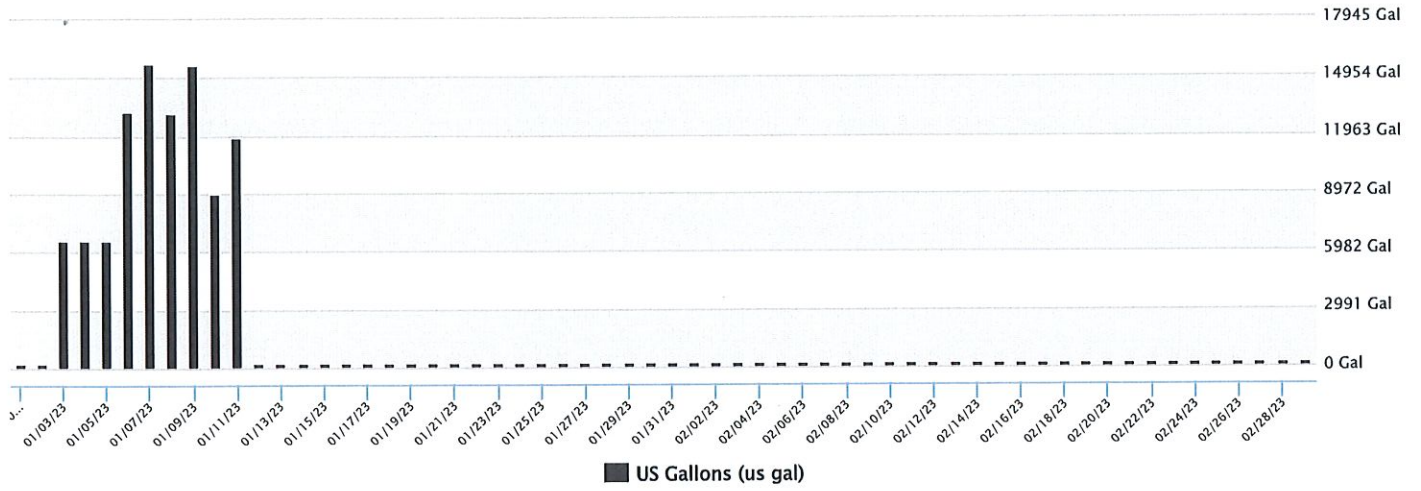
Consumption Overview - Volume (CF)



Volume (CF)



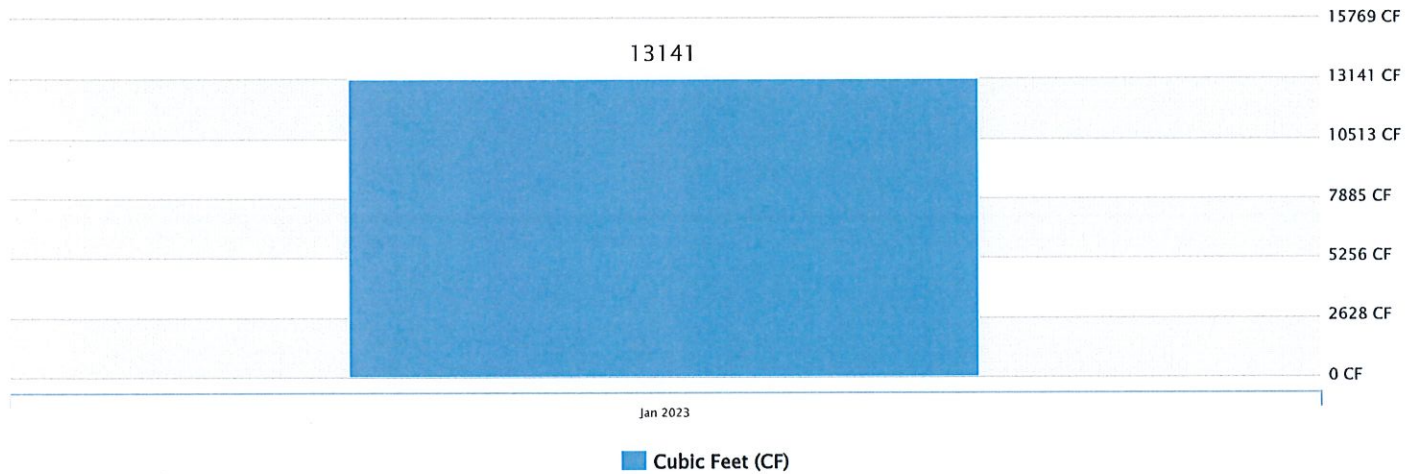
Volume (Gal)



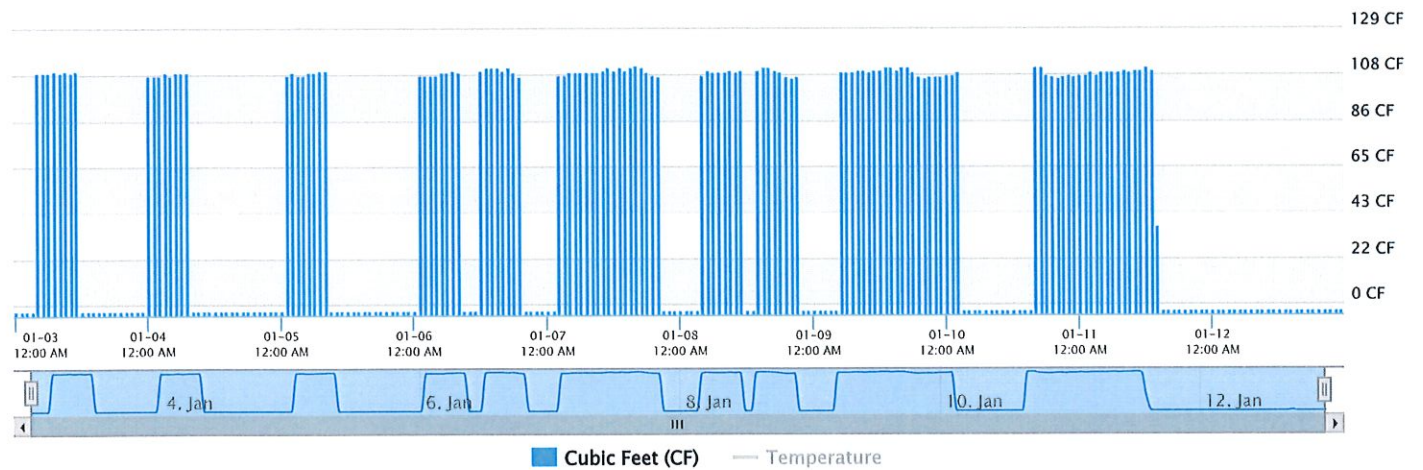
01/03/2023 - 01/12/2023

Device Number: 82849120IP
Account Number: 285-0860-02
Radio Number: 15840252
Customer Name: SHIRLEY A TRUEX
Processed Date/Time: 02/28/23 21:27:35 EST
Uploaded Date/Time: 02/28/23 16:02:32 EST
Location: 25 The Willows Goshen City IN 46528

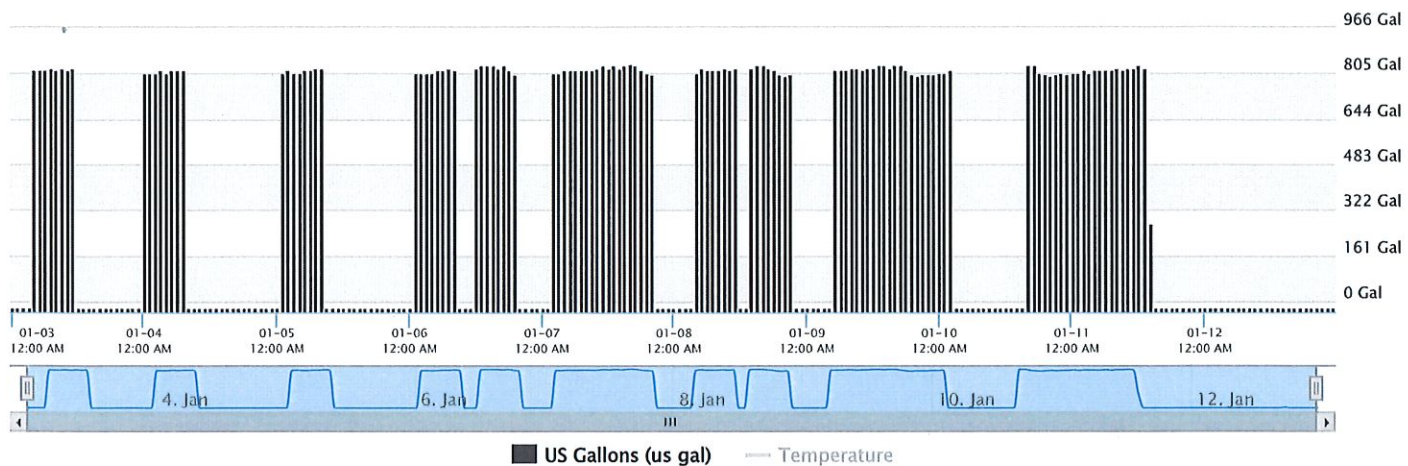
Consumption Overview - Volume (CF)



Volume (CF)



Volume (Gal)





Account Number

Address

Zone

Name

- General
- Metered
- Non-Metered
- Financial
- Information
- Comments
- History
- Consumption History
- Service Orders
- Devices

Pending Activity

Balance



Drag a column header here to group by that column

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
02/27/2023	022704	Bill		1/01- 2/01 03/20	2,112.50		4,580.87
01/23/2023	022568	Bill		12/01- 1/01 02/20	2,468.37		2,468.37
01/16/2023	022461	Bank Draft		BANK DRAFT		32.29	0.00
12/27/2022	022460	Bill		11/01-12/01 01/16	32.29		32.29
12/19/2022	022348	Bank Draft		BANK DRAFT		36.35	0.00
11/28/2022	022347	Bill		10/01-11/01 12/19	36.35		36.35
11/21/2022	022230	Bank Draft		BANK DRAFT		38.89	0.00
10/24/2022	022229	Bill		9/01-10/01 11/21	38.89		38.89
10/17/2022	022134	Bank Draft		BANK DRAFT		40.51	0.00
09/26/2022	022133	Bill		8/01- 9/01 10/17	40.51		40.51
09/19/2022	021998	Bank Draft		BANK DRAFT		39.19	0.00
08/22/2022	021997	Bill		7/01- 8/01 09/19	39.19		39.19
08/09/2022	021973	Payment	1559533	1597		63.15	0.00
07/25/2022	021917	Bill		6/01- 7/01 08/15	63.15		63.15
07/08/2022	021876	Payment	1550481	1592		56.66	0.00

Edit This Record

View

kellysaenz



**Department of Community Development
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: Board of Public Works & Safety

FROM: Becky Hutsell, Redevelopment Director

RE: Request for Approval of an Interlocal Agreement with Elkhart County for the Reclamation of CR 33 from CR 36 to CR 38

DATE: March 6, 2023

Last spring, the City entered into an agreement with Elkhart County to jointly fund the reclamation of CR 33 from CR 36 to CR 38. The City's interest in participation was due to the fact that CR 33 was planned to function as the designated detour route for CR 31 during the construction for the East College Avenue Industrial Park. While both the Redevelopment Commission and the City Council approved the Interlocal Agreement, it's been noted that staff failed to bring the agreement to the Board of Public Works and Safety for the final City approval. While the project is already complete and Redevelopment has funded our portion of the work, we're bringing this to the Board today for an "after the fact" approval to obtain the final approval for the agreement.

Requested Motion: Requesting approval of the Interlocal Agreement with Elkhart County for the Reclamation of CR 33 from CR 36 to CR 38

**INTERLOCAL AGREEMENT
FOR CR 33 RECONSTRUCTION FROM CR 38 TO CR 36**

THIS AGREEMENT is made and entered this 24th day of May, 2022 by and between the CITY OF GOSHEN, INDIANA (City), by and through the Goshen Board of Public Works and Safety and Stormwater Board and the Goshen Redevelopment Commission, and with the approval of the Goshen Common Council, and the COUNTY OF ELKHART, INDIANA (County) by and through the Board of Commissioners of the County of Elkhart, Indiana, and with the approval of the Elkhart County Council.

WHEREAS, the City is constructing the public infrastructure associated with the East College Avenue Industrial Development with a construction schedule of 2022/2023 for all associated work and will require detouring of traffic for a substantial amount of the construction timeline and has identified CR 33 as the desired detour route.

WHEREAS, Elkhart County Highway has indicated that CR 33 is currently in poor repair due to its usage as a detour during 2021 for the CR 38 reconstruction project and will need to be reconstructed prior to accepting the designation as the City's detour route.

WHEREAS, the Goshen Redevelopment Commission agrees to provide part of the funding for the road reconstruction needed for CR 33 from CR 38 to CR 36 to allow for its usage as the City's detour route for the East College Avenue Industrial Development project.

WHEREAS, the City and County enter into this agreement to identify the duties and responsibilities of the City and County to extend and/or improve needed infrastructure to the proposed Consolidated Court Site.

THEREFORE, in consideration of the following terms, conditions, and commitments, the parties agree as follows:

JOINT PROJECT

1. Joint Project include the following projects:
 - a. Road Reconstruction. Project includes the reconstruction of CR 33 from CR 38 north to CR 36. Scope of work will include full depth reclamation of the existing asphalt and subgrade and replacement of hot mix asphalt base and surface, including the installation of aggregate shoulders and reconstruction of driveway approaches.
2. County will serve as the Lead Agency for the Joint Project including, but not limited to, the following duties:
 - a. Bidding the Joint Project in compliance with governmental requirements applicable to the City and County.
 - b. Obtaining any permits or approvals required to construct the Joint Project.

- c. Administrating any contract or contracts awarded to a successful bidder or bidders for the Joint Project.
- d. Providing or contracting for engineering review and construction inspection services for the Joint Project to the extent that such are not the responsibility of the successful bidder or bidders.
- e. Maintaining the documents, contracts, notes, and other records connected with the Joint Project.
- f. Providing the City with a financial summary of all funds needed for the Joint Project, all funds received for the Joint Project and all funds spent on the Joint Project, including the reconciliation of the funding provided by the City and County.
- g. Paying all administrative costs and expenses associated with serving as the Lead Agency for the Joint Project.

CITY PARTICIPATION

County will serve as the Lead Agency for the Joint Project. City and County acknowledge that County will provide the administrative and oversight services required for the Joint Project. City participation shall include, but not be limited to, the following:

1. City will pay fifty percent (50%) of all costs and expenses associated with the construction needed for the Joint Project.
2. City shall appropriate and have available for use by County all funds required of City for its share of the construction costs. The transfer of such funds to County must occur in advance or essentially simultaneous with the bidding as County is not in a position to advance the funds for the construction costs associated with the Joint Project.

APPROVALS AND FUNDING PARTICIPATION

1. This Agreement is subject to the approval of the Goshen Board of Public Works and Safety and Stormwater Board, Goshen Redevelopment Commission and Goshen Common Council for City, and the Board of Commissioners of the County of Elkhart, Indiana and Elkhart County Council for County.
2. City and County will each pay one-half (1/2) of all construction costs associated with the Joint Project.

TIME IS OF THE ESSENCE; DURATION OF PROJECT

1. City and County agree to cooperate so that the bidding process can be completed in time to accept bids for the Joint Project by April 1, 2022.

2. The Joint Project construction will commence no later than May 15, 2022.
3. Time is of the essence with regard to constructing the Joint Project. City and County agree to communicate with each other in establishing a construction schedule that will allow the Joint Project to be completed in a timely fashion no later than June 15, 2022 consistent with subparagraphs 1 and 2 above.

OWNER OF PROJECT

The Joint Project, or respective portions thereof, shall be owned by the entity with jurisdiction over the Joint Project, or those respective portions of such Project for which the entity has jurisdiction.

FILING REQUIREMENTS

Within thirty (30) days after the approval and execution of this Agreement, County shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

SUPPLEMENTAL DOCUMENTS

City and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

LIMITATIONS OF LIABILITY

1. City acknowledges that County shall not be liable to City for completion of or the failure to complete any activities which are an obligation of City to perform pursuant to this Agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.
2. County acknowledges that City shall not be liable to County for completion of or the failure to complete any activities which are an obligation of County to perform pursuant to this Agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

NON-DISCRIMINATION

Pursuant to Indiana Code 22-9-1-10, neither City nor County, nor any of their contractors or subcontractors, shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

MISCELLANEOUS

1. Amendment. This Agreement, and any exhibits attached, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of an amendment by the parties.
2. No Other Agreement. Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.
3. Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.
4. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.
5. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail:

County: Board of Commissioners of the County of Elkhart, Indiana
c/o Jeff Taylor, County Administrator
Elkhart County Administration Building
117 North Second Street
Goshen, IN 46526
Fax: (574) 535-6747
Email: jtaylor@elkhartcounty.com

City: City of Goshen, Indiana
Board of Public Works and Safety
c/o Mayor Jeremy Stutsman
202 South Fifth Street
Goshen, IN 46526
Fax: (574) 533-3074
Email: mayor@goshencity.com

with copies to:

Bodie J. Stegelmann, Goshen City Attorney
Goshen Legal Department
City Annex Building
204 East Jefferson Street, Suite 2
Goshen, IN 46528
Fax: (574) 537-3817
Email: bodiestegelmann@goshencity.com

and

Craig M. Buche, Elkhart County Attorney
Yoder Ainlay Ulmer & Buckingham, LLP
130 North Main Street
Goshen, IN 46526
Fax: (574) 534-4174
Email: cbuche@yaub.com

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties have duly executed this agreement pursuant to all requisite authorizations as of the dates set forth below.

[Signatures on separate sheets.]

COUNTY OF ELKHART, INDIANA

Date: _____, 2022

Board of Commissioners of the
County of Elkhart, Indiana

Suzanne M. Weirick

Frank R. Lucchese

Bradley D. Rogers

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Frank R. Lucchese, Suzanne M. Weirick, and Bradley D. Rogers of the Board of Commissioners of the County of Elkhart, Indiana, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 2022.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

APPROVAL

The Elkhart County Council of the County of Elkhart, Indiana approves the foregoing Interlocal Agreement on this ____ day of _____, 2022.

Elkhart County Council
County of Elkhart, Indiana

Thomas W. Stump, President

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Thomas W. Stump, President of the Elkhart County Council of the County of Elkhart, Indiana, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the Approval of foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana.

Witness my hand and Notarial Seal this ____ day of _____, 2022.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

CITY OF GOSHEN, INDIANA

Date: _____, 2022

Goshen Board of Public Works and Safety
and Stormwater Board
City of Goshen, Indiana

Jeremy P. Stutsman

Michael A. Landis

Mary Nichols

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)


Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Michael A. Landis, and Mary Nichols of the Goshen Board of Public Works and Safety and Stormwater Board of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2022.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Date: March 8, 2022

Goshen Redevelopment Commission
City of Goshen, Indiana



Printed: Vince Turner

President



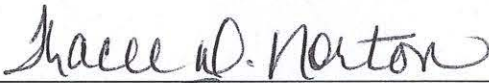
Printed: Andrea Johnson

Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Vince Turner, President and Andrea Johnson, Secretary of the Goshen Redevelopment Commission of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this 8 day of March, 2022.

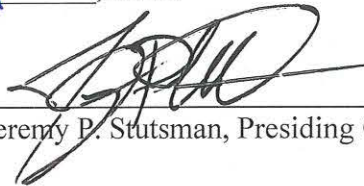


Printed Name: Tracee D. Norton
Notary Public of Elkhart County, Indiana
My Commission Expires: May 1, 2024
Commission Number: 684470



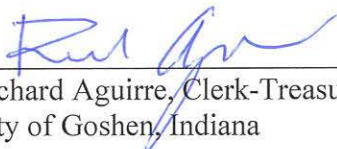
APPROVAL

The Goshen Common Council of the City of Goshen, Indiana approves the foregoing Interlocal Agreement on this 24 day of MAY, 2022.



Jeremy P. Stutsman, Presiding Officer

ATTEST:


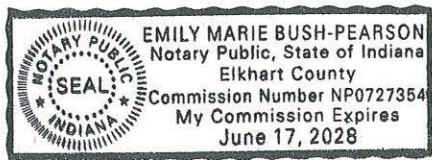


Richard Aguirre, Clerk-Treasurer
City of Goshen, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Presiding Officer of the Goshen Common Council of the City of Goshen, Indiana, and Richard Aguirre, Clerk-Treasurer of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the Approval of foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana.

Witness my hand and Notarial Seal this 24 day of may, 2022.



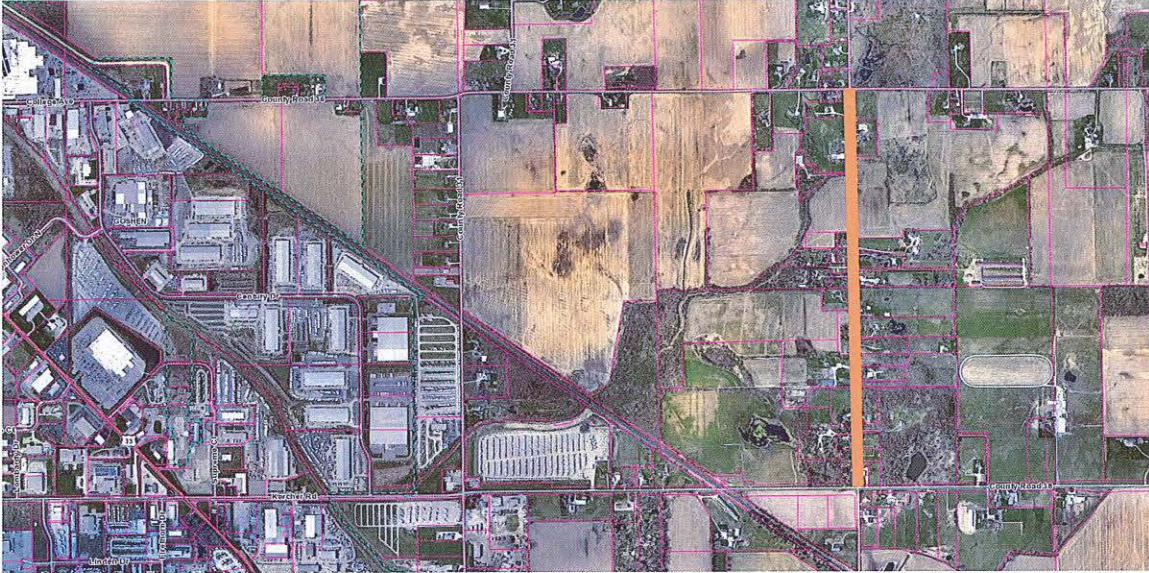
Printed Name: Emily Bush-Pearson
Notary Public of Elkhart County, Indiana
My Commission Expires: 6/17/2028
Commission Number: NP0727354

This instrument was prepared by Larry A. Barkes, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Larry A. Barkes).

EXHIBIT A

CR 33 between CR 36 and CR 38





CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

March 1, 2023

To: Board of Public Works and Safety

From: Matt Lawson

Subject: Baker Tilly Scope of Work Agreement for Tyler ERP Pro 10 Financial Management Suite (Incode 10) Migration Assistance

Attached for the Board's approval to authorize Mayor Stutsman to execute is a Scope of Work agreement with Baker Tilly US, LLP for assistance relating to the migration to the Tyler ERP Pro 10 Financial Management Suite (Incode 10) system.

With this scope of work agreement, Baker Tilly consultants will work with the City of Goshen on upgrading to ERP 10, provide support in updating/reworking our current and proposed processes, and will work as an advocate with Tyler Technologies on our behalf.

While Tyler Technologies provides implementation support on "installing" and "updating" the system, they are a national company that is not as familiar with Indiana's SBOA accounting and records requirements. While the attached scope of work agreement provides four particular tasks in which they plan to accomplish, we are most interested in the "Working Session Participation" in which they review our system processes and find more efficient financial and communication processes to implement in the City's offices.

Page 3 breaks down the costs over three years, between City/Utilities, and the portion of the current contract they allocate to this project. As you can see from page 3, the not-to-exceed for this project is \$234,975 over a three (3) year period. A portion of these fees will be covered by the existing contractual agreement between the City of Goshen and Baker Tilly.

Suggested Motion:

Approve and authorize Mayor Stutsman to sign the Scope of Work agreement with Baker Tilly US, LLP, for Tyler ERP Pro 10 Financial Management Suite (Incode 10) Migration Assistance at a not-to-exceed cost of \$234, 975 over the next three (3) years, with a portion of these fees being covered by the existing contractual agreement between the City of Goshen and Baker Tilly.

Baker Tilly US, LLP
205 N Michigan Avenue
Suite 2800
Chicago, IL 60601-5927
United States of America

T: +1 (312) 729 8000
F: +1 (312) 729 8199

October 3, 2022

City of Goshen, Indiana
Jeffery Weaver
Deputy Clerk-Treasurer
202 South Fifth Street, Suite 2
Goshen, IN 46528

RE: Tyler ERP Pro 10 Financial Management Suite (Incode 10) Migration

DATE: October 3, 2022

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the City of Goshen, Indiana (the "Client") and Baker Tilly US, LLP and relates to services to be provided by BT to the Client.

SCOPE OF WORK

Baker Tilly ("BT") will perform the following services:

This project is designed to assist the City through the migration to the Incode 10 (ERP Pro 10) Financial Management Suite system which includes Content Manager Suite, Financial Management Suite and Customer Relationship Management Suite. ERP system implementations are major undertakings and require significant resources to implement accurately and effectively. Business processes will be revamped or in some instances completely reinvented during the implementation. Procedural documentation is key to ensuring that decisions made in working sessions are reflected within the new system.

The specific services associated with this project are as followed and, contingent upon the work plan established by the City's third-party software provider, Tyler Technologies, Inc ("TTI"). We have made hours assumptions based on our prior experience assisting with software implementation projects, but these may need to be adjusted after we review the workplan provided by TTI. Hours are estimated based on an 18-month implementation.

Task	Driver	Hours
1 General Project Management	General project management activities required to manage the Baker Tilly team and provide quality assurance for Tasks 2-5. This will also include general project management support for the City to reduce the burden on City leadership for activities such as implementation coordination, vendor management and issue tracking and resolution.	375
2 Working Session Participation	Baker Tilly will participate in working sessions and document key outcomes from each session. Our main role here is to provide insight to industry best practices and balance between customization needs for the City and standardization by TTI. The City will have final decision-making authority over all system design decisions but Baker Tilly will provide guidance and documentation of all decisions.	320

3	Functional Area Documentation and Testing	Baker Tilly will maintain a list of critical system functional areas, as determined in the working sessions. When the City begins the testing phase of the project, we can review standard test scripts provided by TTI, recommend additional test scripts and ensure that City staff complete all testing, and that TTI addresses all testing issues prior to go-live.	150
4	Standard Procedure Development	Baker Tilly will develop standard procedures for future reference. This would include step-by-step documentation and screenshots to accompany key processes in the new system.	360

Deliverables

Project Management Deliverables:

- Project kick-off meeting
- Project charter
- Detailed work plan
- Project calendar
- Project status reports
- Day-to-day project management support for vendor management, onsite meeting facilitation, task assignment and completion by City staff and issue escalation and resolution

Working Session Participation Deliverables:

- Participation in sessions with TTI and City staff
- Documentation of key decisions related to system design and processes
- Recommendations for process improvement based on industry standards
- Routing of decisions to be made by Financial Controller versus decisions that can be made by City staff during sessions

Functional Area Documentation and Testing:

- Maintenance of a list of critical system functionality by functional area
- Checkpoints at key project points to ensure critical system functionality is incorporated into system design and testing
- Review of draft test scripts as provided by TTI
- Recommendations for the addition of additional test items
- Facilitation and documentation of system testing by City staff and issue resolution by TTI

Business Process and Procedure Design Deliverables:

- Mapping and procedure development for all functional processes taking place within the new system. Specifically: general ledger / budget, accounts payable, cash receipting, accounts receivable, fixed assets, purchase order, utility billing, payroll, human resources, time management and community development.
- Editable versions of process maps and procedures

Project Team

- Kate Crowley, Principal
- Dan Hedden, Partner
- Caitlin Humrickhouse, Director
- Tiffany McCoy, Manager

Client Responsibilities

We based our estimate on the assumptions detailed below. Should any of these assumptions change during the work, we will bring the matter to the City's attention immediately and prepare a change order detailing the new requirements and corresponding budget impact. We will not undertake additional work without the City's

written approval.

Assumptions include:

- Baker Tilly will have access to, and be provided with, electronic or other readily available data, without the need to conduct data extraction or comprehensive synthesis.
- Information will be provided within the specified time frames and format.
- No significant changes in scope from that outlined in our proposal.
- Should the City require additional services beyond the scope of this statement of work, we will be pleased to prepare a new estimate detailing the level of effort and resources required to complete the work.

Anticipated Schedule

During the project-planning phase, a specific timeline will be developed in conjunction with the City and TTI.

Compensation and Invoicing

If additional work is requested and authorized by the Client that is outside of the scope of services or required due to situations discussed herein, Client will be notified and it will be invoiced at our standard hourly rates, shown below.

Title	2022 Hourly Rate
Principal and Partner	\$400
Director and Senior Manager	\$325
Manager	\$300
Senior	\$220
Staff	\$185
Associates	\$140

Assuming the ability to receive information and data as requested and within the timeframe necessary, the not-to-exceed fee for this project is \$234,975 over a three year period. A portion of these fees will be covered by an existing contractual agreement between the City of Goshen and Baker Tilly. The table below outlines the fees by year.

Year	Total Project Fees	City allocation from existing contract	Utility allocation from existing contract	Remaining fee amount	Additional City allocation	Additional Utility allocation
Year 1	\$75,000	\$35,000	\$15,000	\$25,000	\$2,500	\$22,500
Year 2	\$82,400	\$35,000	\$15,000	\$32,400	\$6,200	\$26,200
Year 3	\$77,575	\$35,000	\$15,000	\$27,575	\$3,787.50	\$23,787.50
Total	\$234,975	\$105,000	\$45,000	\$84,975	\$12,487.50	\$72,487.50

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Kate Crowley, Principal
Kate.crowley@bakertilly.com
(608) 240 6718

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____
Title: _____
Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

March 6, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Baker Tilly US, LLP to conduct an executive search for a Utilities City Engineer

Attached for the Board’s approval and to authorize Mayor Stutsman to execute is an agreement with Baker Tilly US, LLP to conduct an executive search for a Utilities City Engineer. Baker Tilly will perform the following tasks in a 4-Phase structure under this agreement:

Phase	Description of Baker Tilly’s Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy. <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client. <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report if requested by City at this phase.
Phase III	<u>Task 5</u> – Final process/interviews with finalists. <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by City.
Conclusion	Acceptance of offer by candidate.

Baker Tilly will remain on the project until a candidate is hired. Baker Tilly will be paid \$26,950 for this service.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the Agreement with Baker Tilly US, LLP to conduct an executive search for a Utilities City Engineer at a cost of \$26,950



Baker Tilly US, LLP
 205 N. Michigan Avenue, 28th Floor
 Chicago, IL 60601
 United States of America

bakertilly.com

February 27, 2023

Mark Brinson, Deputy Mayor
 City of Goshen
 202 S. 5th Street
 Goshen, Indiana 46528

Dear Mr. Brinson:

This letter agreement (the “Agreement”) documents the City of Goshen, IN (“you/r” or “Client”) engagement of Baker Tilly US, LLP (“we” or “Baker Tilly”) to conduct an executive search for a Utilities City Engineer (the “Project”). This Agreement defines our and your respective obligations for the Project.

Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs, and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Description of Baker Tilly’s Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy. <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client. <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
Phase III	<u>Task 5</u> – Final process/interviews with finalists. <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.

Project Timing and Budget

The Project will commence upon your execution of this Agreement and will remain in effect for the period necessary for successful completion of the Project.

- Edward G. Williams, Ph.D., will lead the Project, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$26,950 (the “Fee”) and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to

Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.

2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$1650. For additional on-site visits (beyond the three on-site visits which include four consulting days), the additional fee would be an hourly rate of \$300 plus expenses.

Baker Tilly's Guarantees

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.

Client's Obligations

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon a failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide services according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in this Agreement unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Terms and Conditions

1. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly under the portion of this Agreement to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.
2. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
3. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by Baker Tilly without your prior written consent. This Agreement shall be modified only by a written agreement duly executed by you and Baker Tilly. Should any of the provisions hereunder be found to be invalid, void, or voidable by a court, the remaining provisions shall remain in full force and effect.
4. Copies of all hard copy documents associated with the recruitment will be retained for three (3) years from the anniversary date of the hiring of the candidate. Retention of records beyond three (3) years must be requested in writing before the conclusion of the Project.
5. Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

If this Agreement correctly sets for your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

[Signature page follows]

Anne Lewis, Practice Leader | Director

Client Signature:

Name: _____

Title: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

March 6, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Precise Builders for the construction of a 60x20x16 pole barn addition to City's cold storage facility

Attached for the Board's approval to authorize Mayor Stutsman to execute is an agreement with Precise Builders for the construction of a 60x20x16 pole barn addition to City's cold storage facility. Precision Builders will be paid \$19,840.00 for the work and have a deadline of May 1, 2023 in which to have the project complete.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with Precise Builders for the construction of a 60x20x16 pole barn addition to City's cold storage facility at a cost of \$19,840.00 with a completion by date of May 1, 2023.

AGREEMENT

With Precise Builders for the Construction of A 60x20x16 Pole Barn Addition to Existing Cold Storage Facility

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Precise Builders** (“Contractor” or “Contractor”), whose mailing address is 7865 W 750 N, Shipshewana, IN 46565, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

Section 1. Contractor Duties

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to construct a 60x20x16 pole barn addition to the City’s cold storage facility.

(hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) 60x20x16 addition with 4/12 pitch trusses with 4’ on center with truss headers wrapped with metal trim and the end truss covered with metal.
- (B) 12” enclosed overhand on all sides
- (C) Posts to be installed 10’ apart on 20’ sides with not posts on the 60’ side.
- (D) 4” concrete floor
- (E) 6” white gutters
- (F) One 20’ wall to be covered with metal

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall complete all Duties by May 1, 2023.

Section 3. Compensation

- (A) City agrees to compensate Contractor the sum of Nineteen Thousand Eight Hundred Forty Dollars (\$19,840) for performing all Duties.

Section 4. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement.
- (B) Payment shall be upon City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Contractor or Contractor’s employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the work performed by Contractor pursuant to this agreement.

Section 7. Warranty

Contractor warrants all materials and labor for one (1) year upon completion date.

Section 8. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor’s employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 10. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 11. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 12. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 13. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 14. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 15. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples

of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 16. Default

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 17. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work completed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.

- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 18. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Contractor: Precise Builders
7865 W. 750 N
Shipshewana, IN 46565

Section 19. Subcontracting or Assignment

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 20. Amendments

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 21. Waiver of Rights

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

Section 22. Applicable Laws

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the work. Failure to do so may be deemed a material breach of agreement.

Section 23. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 24. Severability

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 25. Binding Effect

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

Section 26. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

Section 27. Authority to Execute

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

City of Goshen, Indiana
Goshen Board of Public Works and Safety

Precise Builders

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

PRECISE BUILDERS

7865 W 750 N
Shipshewana, IN 46565

Estimate

Date	Estimate #
2/27/2023	9046

Name/Address

Dave Gibbs
475 Steury Avenue
Goshen, IN 46528



		Project
Description	Total	
60x20x16 pole barn roof addition. The price includes 4/12 pitch trusses 4' on center, a 12" enclosed overhang all the way around, the truss headers wrapped with metal trim, and the end truss covered with metal. I priced the posts 10' apart on both 20' sides, but no posts on the 60' side.	12,700.00	
4" concrete floor	6,000.00	
6" white gutters	390.00	
Covering 1 20' wall with metal	750.00	
Estimate is good for 15 days from Estimate Date		Total
		\$19,840.00



**Legal Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

March 6, 2023

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: South Bend Elkhart Regional Partnership and Affiliate's Community Service Funds Agreement

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City can provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization including a detailed description of how these funds will be used.

South Bend - Elkhart Regional Partnership is one such community service organization that has applied for these funds. South Bend - Elkhart Regional Partnership has requested \$2,750 to help with regional economic development strategies. South Bend - Elkhart Regional Partnership has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

Suggested Motion: I move that the City of Goshen approve, and authorize Mayor Stutsman to execute, the agreement with South Bend - Elkhart Regional Partnership designating the sum of \$2,750 to support the project or projects outlined in its submitted application.

AGREEMENT

With Michiana Partnership, Inc D/B/A South Bend Elkhart Regional Partnership and Affiliate

To Support Regional Economic Development Strategies

This Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and (D/B/A) South Bend Elkhart Regional Partnership and Affiliate (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable the City to award a grant, in the amount of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00), to the Partner for eligible costs of the services or program described in Partner’s Community Services Grant Application, a copy of which is attached hereto and made a part hereof (the “Project”).

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner’s Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these Grant funds and that the information set forth in its Community Services Grant Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Grant Application.

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner’s Community Services Grant Application. Any

modification of the Project from the description given in Partner's Community Services Grant Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2023, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties, and shall remain in effect through completion of the Project, or December 31, 2023, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Grant Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the grant funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

7. Project Monitoring by the City. The City may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Partner shall extend its full cooperation and give full access to the Project site and to relevant documentation to the City or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in the Partner's Community Services Grant Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Grant Application and that unpaid costs have been properly accrued; and

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in

this Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with the City.

C. The Partner affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered, and owes no outstanding reports to the Indiana Secretary of State.

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation Of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf

of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

a. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

C. The Partner does not knowingly employ an unauthorized alien.

D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

The City may terminate for default if the Partner fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelmann@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

South Bend Elkhart Regional Partnership
Attn: Bethany Hartley
635 S. Lafayette Blvd, Ste 123
South Bend, IN 46601
bhartley@southbendelkhart.org

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Grant Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend grant payments, and suspend the Partner's participation in the City grant programs until such time as all material breaches are cured to the City's satisfaction.

B. The expenditure of funds other than in conformance with the Project or the Budget may be deemed a breach. The Partner explicitly covenants that it shall promptly repay to the City all funds not spent in conformance with this Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be affected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Partner and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY OF GOSHEN, INDIANA:

Jeremy P. Stutsman, Mayor

Date

PARTNER: MICHIANA PARTNERSHIP, INC DBA SOUTH BEND ELKHART REGIONAL PARTNERSHIP

By: _____

Name: _____

Title: _____

Date: _____

ARANOWSKI & COMPANY

CPAs and Business Advisors

212 EAST LaSALLE AVENUE, SUITE 220
SOUTH BEND, INDIANA 46617
(574) 289-4821 FAX (574) 289-6007

Board of Directors

South Bend Elkhart Regional Partnership, Inc., and Affiliate

South Bend, Indiana

In planning and performing our audit of the financial statements of South Bend Elkhart Regional Partnership Inc., and Affiliate as of and for the year ended December 31, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the South Bend Elkhart Regional Partnership, Inc., and Affiliate internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected, on a timely basis. There were no deficiencies noted that would result in a material weakness.

This communication is intended solely for the information and use of the board of director, and others within the Organization, and is not intended to be, and should not be, used by anyone other than these specified parties.



Arnowski & Company

South Bend, Indiana

June 13, 2022

ARANOWSKI & COMPANY

CPAs and Business Advisors

212 EAST LaSALLE AVENUE, SUITE 220
SOUTH BEND, INDIANA 46617
(574) 289-4821 FAX (574) 289-6007

INDEPENDENT AUDITOR'S REPORT

Board of Directors
D/B/A South Bend Elkhart Regional Partnership and Affiliate
South Bend, Indiana

We have audited the accompanying statements of D/B/A South Bend Elkhart Regional Partnership and Affiliate (a nonprofit organization) which comprise the statements of financial position as of December 31, 2021 and 2020, the related statements of activities and changes in net assets, functional income and expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of D/B/A South Bend Elkhart Regional Partnership and Affiliate as of December 31, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of D/B/A South Bend Elkhart Regional Partnership and Affiliate and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about D/B/A South Bend Elkhart Regional Partnership and Affiliate's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individual or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of D/B/A South Bend Elkhart Regional Partnership and Affiliate's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about D/B/A South Bend Elkhart Regional Partnership and Affiliate's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The additional information included on pages 15 through 19 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the consolidating information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited the D/B/A South Bend Elkhart Regional Partnership and Affiliate's financial statements, and we expressed an unmodified audit opinion on those audited financial statements on our report dated April 10, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.



ARANOWSKI & COMPANY

SOUTH BEND, IN
June 13, 2022

Michiana Partnership, Inc.
D/B/A South Bend Elkhart Regional Partnership and Affiliate

South Bend, Indiana

Annual Report

December 31, 2021

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MICHIANA PARTNERSHIP, INC.
D/B/A South Bend Elkhart Regional Partnership and Affiliate
Consolidated Statements of Financial Position

December 31, 2021
(with summarized financial information for December 31, 2020)

	<u>2021</u>	<u>2020</u>
Assets		
Cash	\$ 1,286,670	\$ 600,908
Accounts receivable	379,606	107,218
Grant receivable		64,618
Pledges receivable - current, net	430,451	936,247
Prepaid expenses	286	5,067
Property and equipment, net	<u>163,640</u>	<u>189,667</u>
Other Assets		
Pledges receivable - long term, net	<u>686,874</u>	<u>236,293</u>
Total Assets	<u>\$ 2,947,527</u>	<u>\$ 2,140,018</u>
Liabilities and Net Assets		
Liabilities		
Accounts payable and other	\$ 112,722	\$ 116,719
Deferred revenue	<u>282,804</u>	<u>66,838</u>
Total Liabilities	<u>395,526</u>	<u>183,557</u>
Net Assets		
Without Donor Restrictions		
Undesignated	<u>2,552,001</u>	<u>1,956,461</u>
Total Liabilities and Net Assets	<u>\$ 2,947,527</u>	<u>\$ 2,140,018</u>

(See accompanying notes and auditors' report.)

MICHIANA PARTNERSHIP, INC.
D/B/A South Bend Elkhart Regional Partnership and Affiliate
Consolidated Statements of Activities and Changes in Net Assets
For the Year Ended December 31, 2021
(with summarized financial information for December 31, 2020)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	<u>2020 Total</u>
Support and Revenue				
Contracts for services	\$ 394,254		\$ 394,254	\$ 166,375
Contributions	1,011,540		1,011,540	275,933
Grants	528,934		528,934	233,905
Other income	<u>341,917</u>	<u> </u>	<u>341,917</u>	<u>95,439</u>
 Total Revenue	 <u>2,276,645</u>	 <u> </u>	 <u>2,276,645</u>	 <u>771,652</u>
 Expenses				
Program services	763,932		763,932	602,031
Management and general	317,976		317,976	261,480
Fundraising	<u>599,197</u>	<u> </u>	<u>599,197</u>	<u>402,693</u>
	<u>1,681,105</u>	<u> </u>	<u>1,681,105</u>	<u>1,266,204</u>
 Change in Net Assets	 595,540		 595,540	 (494,552)
 Net Assets - Beginning of Year	 <u>1,956,461</u>	 <u> </u>	 <u>1,956,461</u>	 <u>2,451,013</u>
 Net Assets - End of Year	 <u>\$ 2,552,001</u>	 <u>\$ </u>	 <u>\$ 2,552,001</u>	 <u>\$ 1,956,461</u>

(See accompanying notes and auditors' report.)

Michiana Partnership, Inc.
D/B/A South Bend Elkhart Regional Partnership and Affiliate

Consolidated Statements of Cash Flows

For the Year Ended December 31, 2021
(with summarized financial information for 2020)

	<u>2021</u>	<u>2020</u>
Reconciliation of Change in Net Assets to Net Cash From		
Operating Activities		
Change in Net Assets	\$ <u>595,540</u>	\$ <u>(494,552)</u>
Adjustments to Reconcile Change in Net Assets to Net Cash From		
Operating Activities:		
Depreciation and amortization	42,552	19,361
Losses on sale of assets		6
Adjustments for changes in operating assets and liabilities		
Accounts receivable, net	(272,388)	(99,061)
Contribution receivable		42,995
Grant receivable	64,618	(22,150)
Pledges receivable	55,215	772,759
Prepaid expenses	4,781	(1,980)
Accounts payable	(3,997)	64,382
Deferred revenue	<u>215,966</u>	<u>66,838</u>
 Net Cash Flows From Operating Activities	 <u>702,287</u>	 <u>348,598</u>
 Cash Flows from Investing Activities:		
Purchase of property and equipment	<u>(16,525)</u>	<u>(184,186)</u>
Net Cash Used for Investing Activities	(16,525)	(184,186)
 CHANGE IN CASH AND CASH EQUIVALENTS	 685,762	 164,412
 CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	 <u>600,908</u>	 <u>436,496</u>
 CASH AND CASH EQUIVALENTS AT END OF YEAR	 <u>\$ 1,286,670</u>	 <u>\$ 600,908</u>

(See accompanying notes and auditors' report.)

Michiana Partnership, Inc.
D/B/A South Bend Elkhart Regional Partnership and Affiliate

Consolidated Statement of Functional Expenses

For the Year Ended December 31, 2021

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total</u>
Salaries, taxes, and benefits	\$ 569,080	\$ 237,628	\$ 16,388	\$ 823,096
Regional economic development strategies	3,715		573,143	576,858
Relational based marketing	19,806		2,445	22,251
Targeted industry marketing			118	118
Special projects and marketing partnerships	19,113			19,113
Office expense	18,754	9,505	268	28,527
Legal and professional fees		33,791		33,791
Professional development	15,398	1,475	27	16,900
Rent	51,944	14,651		66,595
Insurance		9,542		9,542
Branding and general marketing	6,884	4,321		11,205
Data and research	8,235			8,235
Partnerships and stakeholders	544	1,632		2,176
Meals and entertainment		2,610		2,610
Dues and subscriptions	6,121	309		6,430
Miscellaneous	8,594	2,512		11,106
Depreciation	<u>35,744</u>		<u>6,808</u>	<u>42,552</u>
 Total Expenses	 <u>\$ 763,932</u>	 <u>\$ 317,976</u>	 <u>\$ 599,197</u>	 <u>\$ 1,681,105</u>

(See auditors' report.)

**Michiana Partnership, Inc.
D/B/A South Bend Elkhart Regional Partnership and Affiliate**

Consolidated Statement of Functional Expenses

For the Year Ended December 31, 2020

	<u>Program Services</u>	<u>Management and General</u>	<u>Fund Raising</u>	<u>Total</u>
Salaries, taxes, and benefits	\$ 451,631	\$ 188,585	\$ 13,006	\$ 653,222
Regional economic development strategies	2,485		383,330	385,815
Relational based marketing	23,586		2,912	26,498
Targeted industry marketing			50	50
Special projects and marketing partnerships	1,478			1,478
Office expense	19,556	9,912	280	29,748
Legal and professional fees		31,500		31,500
Professional development	9,472	908	17	10,397
Rent	46,493	13,113		59,606
Insurance		7,121		7,121
Branding and general marketing	6,731	4,224		10,955
Data and research	6,697			6,697
Partnerships and stakeholders	557	1,672		2,229
Meals and entertainment		556		556
Dues and subscriptions	4,565	230		4,795
Miscellaneous	12,517	3,659		16,176
Depreciation	<u>16,263</u>		<u>3,098</u>	<u>19,361</u>
 Total Expenses	 <u>\$ 602,031</u>	 <u>\$ 261,480</u>	 <u>\$ 402,693</u>	 <u>\$ 1,266,204</u>

(See auditors' report.)

Michiana Partnership, Inc.
D/B/A South Bend Elkhart Regional Partnership and Affiliate
Notes to Financial Statements
December 31, 2021

NOTE 1 - PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES

Organization

Michiana Partnership, Inc. d/b/a South Bend Elkhart Regional Partnership, Inc. (the "Partnership") is a tax exempt nonprofit Indiana corporation organized to recognize, employ and build relationships between higher education and the region's communities; improve physical and social connectivity within the region and beyond; and invest in program and facilities within the region.

South Bend Elkhart Regional Partnership Foundation, Inc. (the "Affiliate") is a Type 1 supporting organization that exists to support the activities of the Partnership. The Affiliate is under direct control of the Partnership.

The consolidated financial statements include the accounts of the Partnership and the Affiliate (the "Organization"). All significant intercompany accounts and transactions have been eliminated in consolidation.

Basis of Accounting

The Organization's operations are accounted for on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the organization's financial statements for the year ended December 31, 2020 from which the summarized information was derived.

Cash and Cash Equivalents

We consider all cash and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents. Cash is held at a local bank and is insured up to the respective limits by the FDIC.

Accounts Receivable

In the opinion of management, all accounts receivable are collectible; therefore, no allowance for doubtful accounts has been established.

Property, Equipment, and Depreciation

We record property and equipment additions over \$2,500 at cost, or if donated, at fair value on the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3-40 years. When assets are sold or otherwise disposed of, the cost and related depreciation are removed from the accounts, and any resulting gain or loss is included in the statements of activities. Costs of repairs and maintenance that do not improve or extend the useful lives of the respective assets are expensed when incurred.

(See auditors' report.)

MICHIANA PARTNERSHIP, INC.
D/B/A South Bend Elkhart Regional Partnership and Affiliate

Notes to Financial Statements

December 31, 2021

Revenue Recognition

Revenue is recognized when earned. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received.

In 2019 the organization adopted ASC 606, Revenue from Contracts, which amended the existing accounting standards for revenue recognition. Prior period amounts continue to be reported in accordance with GAAP. The new revenue standard does not have a material impact on the amount and timing of the revenue recognized in the organizations financial statements.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve and board-designated endowment.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

Grants Receivable

Grants receivable relate primarily to activities funded from a local university for services performed. Grants receivable represent cost reimbursements requested for expenses already incurred. The Organization believes it is operating in compliance with the grant agreement and as such no allowance for doubtful accounts is deemed necessary.

Pledges Receivable

The Organization uses the allowance method to determine uncollectible, unconditional pledges receivable. The allowance is based on management's analysis of specific promises made. The Organization has determined that no allowance for uncollectible pledges is required at December 31, 2021. Unconditional pledges that are expected to be collected within one year are recorded at net realizable value. Unconditional pledges that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the pledges are received. Amortization of the discount is included in contribution reserve.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates, and those differences could be material.

(See auditors' report.)

MICHIANA PARTNERSHIP, INC.
D/B/A South Bend Elkhart Regional Partnership and Affiliate

Notes to Financial Statements

December 31, 2021

Income Taxes

The Partnership is a nonprofit organization that is exempt from income taxes as a charitable organization under Section 501(c)(6) of the Internal Revenue Code. The Internal Revenue Service has determined that the Organization is not a private foundation within the meaning of Section 509(a).

The Affiliate is a nonprofit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined that the Affiliate is not a private foundation within the meaning of Section 509(a).

The entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. Management has evaluated the Organization's tax positions and concluded that the Organization has taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of ASC 740-10.

Penalties and interest assessed by income taxing authorities are included in operating expenses, if incurred. With few exceptions, The Organization is no longer subject to federal and state income tax examination for tax years before 2018.

Financial Instruments and Credit Risk

Financial instruments with potential credit risk consists principally of cash and cash equivalents and accounts receivable. Concentration of credit risk with respect to cash and cash equivalents generally relates to deposits held at a financial institutions which may exceed the amount of insurance provided on the deposits and the potential inability to access liquidity in the financial institutions where the cash and cash equivalents are concentrated. The risk is assessed as the cash and cash equivalents may be redeemed upon demand and are maintained in a financial institution with reputable credit and, therefore, bear minimal credit risk. Due to the nature of the Organization's business, pledges receivable can be concentrated among a few donors from time to time. Donors accounting for more than 10% of pledges receivable were as follows for the year ended December 31, 2021:

	<u>% of Pledges Receivable</u>	<u>Pledges Receivable</u>
Donor A	34%	400,000
Donor B	13%	158,675
Donor C	17%	200,000
Donor D	17%	200,000

The Financial Instruments Topic, FASB ASC 825, identifies this as a concentration of credit risk requiring disclosure, regardless of the degree of risk. The Organization's concentration of credit risk with respect to pledges receivable is generally limited due to the diversity of donors in term of geographic areas, repetitive well established donors, and management's continual monitoring of credit risk associated with specific donors.

(See auditors' report.)

MICHIANA PARTNERSHIP, INC.
D/B/A South Bend Elkhart Regional Partnership and Affiliate

Notes to Financial Statements

December 31, 2021

Contract Services

The Partnership generates contract revenue for providing entrepreneurial services to a political subdivision of the state of Indiana and another nonprofit agency. The Partnership is reimbursed for personnel costs and other direct expenses incurred in fulfilling the contracts. Revenue and receivables from these services are at the point in time when the expenses are incurred and submitted for reimbursement. The contracts with the nonprofit agency and political subdivision are effective through November 2022 and March 31, 2023, respectively. Amounts due to the Partnership related to these contracts are \$379,606 at December 31, 2021 and \$23,543 at December 31, 2020.

Contributed Services

In order to recognize donated services as contributions in financial statements, the services must require special skills, be provided by individuals who possess those skills, and typically need to be purchased if not contributed. The Organization has a number of unpaid volunteers that have made significant contributions of their time to the Organization. The value of the contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the requirements for recognition.

Functional Allocation of Expenses

The costs of providing the program and other activities have been summarized on a functional basis in the Consolidated Statements of Activities. Accordingly, certain costs have been allocated between program and supporting services benefited.

Expenses that are allocated include the following:

<u>Expense</u>	<u>Method of Allocation</u>
Salaries, taxes, and benefits, equipment, office expense, software, branding and general marketing, partnership and stakeholders, public relations.	Time and effort
Dues and subscriptions, professional development	Direct identification
Rent	Square footage

Reclassifications

Certain reclassifications have been made to the prior year financial statements in order for them to be in conformity with the current year presentation. The reclassifications had no impact on previously reported net assets.

Subsequent Events

We have evaluated subsequent events through June 13, 2022, the date on which the financial statements were available to be issued.

(See auditors' report.)

MICHIANA PARTNERSHIP, INC.
D/B/A South Bend Elkhart Regional Partnership and Affiliate

Notes to Financial Statements

December 31, 2021

NOTE 2 - CONTRACT REVENUE

The following table shows the Partnership's revenues from contracts with customers disaggregated according to the timing of transfer of control of goods or services at December 31:

	<u>2021</u>	<u>2020</u>
Revenues recognized at a point in time		
Contracts for services	<u>\$ 394,254</u>	<u>\$ 166,375</u>

NOTE 3 - LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

Cash and cash equivalents	\$ 1,286,670
Accounts receivable	379,606
Pledge receivable, net	<u>1,117,325</u>
Total financial assets	<u>2,783,601</u>
Less amounts not available to be used within one year:	
Pledges receivable - long term	<u>(686,874)</u>
Total financial assets available to meet general expenditures within 1 year	<u>\$ 2,096,727</u>

NOTE 4 - PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31, 2021 and 2020:

	South Bend Elkhart Regional Partnership, Inc.	South Bend Elkhart Regional Partnership, Inc.
	<u>2021</u>	<u>2020</u>
Website Development	\$ 192,808	\$ 178,831
Office Equipment, Furniture, and Fixtures	<u>105,627</u>	<u>103,079</u>
Total cost	298,435	281,910
Less accumulated depreciation	<u>(134,795)</u>	<u>(92,243)</u>
Property and equipment - Net	<u>\$ 163,640</u>	<u>\$ 189,667</u>

Depreciation expense was \$42,552 and \$19,361 for the years ended December 31, 2021 and 2020, respectively.

(See auditors' report.)

MICHIANA PARTNERSHIP, INC.
D/B/A South Bend Elkhart Regional Partnership and Affiliate

Notes to Financial Statements

December 31, 2021

NOTE 5 - PLEDGES RECEIVABLE

The Organization has unconditional promises to give for its campaign to support the regional opportunities the Organization is currently working on.

The Organization has unpaid pledge commitments extending through 2022 related to the campaign. The pledges are unconditional promises to give and have been discounted to the present value. Pledges receivable are unsecured and due from various donors.

Pledges receivable are due to be collected as follows for the years ending December 31:

2022	\$ 440,675
2023	168,000
2024	268,000
2025	<u>268,000</u>
Total pledges due before discount	1,144,675
Less present value discounted at .97%	<u>(27,351)</u>
Pledges receivable, net	<u>\$ 1,117,324</u>

The pledges receivable are shown on the Consolidated Statements of Financial Position net of allowance and present value discount, and are due as follows:

Current	\$ 430,451
Non-current	<u>686,873</u>
Total	<u>\$ 1,117,324</u>

NOTE 6 - LEASE COMMITMENTS

In December 2021, the Organization entered into a three year lease for its office space in South Bend, Indiana requiring monthly payments based on 2,526 square feet. The lease contains two additional four year extension terms which management has the option to accept at its discretion. Lease rates for the extension terms increase incrementally annually. The Organization is responsible for certain maintenance and insurance costs. Monthly base rent is \$5,236 increasing to \$5,340 during 2021. In March 2019, the Organization entered into a five year lease for its copier. Monthly base rent is \$173. The copier also has a related maintenance agreement. Total rent and maintenance expense related to the leases was \$70,546 for the year 2021 and \$62,249 for 2020. Future minimum payments under the lease agreements are as follows for the years ending December 31:

2022	\$ 66,159
2023	66,159
2024	<u>64,602</u>
Total future minimum lease payments	<u>\$ 196,920</u>

(See auditors' report.)

MICHIANA PARTNERSHIP, INC.
D/B/A South Bend Elkhart Regional Partnership and Affiliate

Notes to Financial Statements

December 31, 2021

NOTE 7 - RETIREMENT PLAN

The Organization participates in the 401(k) plan of the South Bend Regional Chamber of Commerce, (the "Chamber"). The Organization pays the Chamber for its portion of expenses for the plan. 3% of employee gross compensation is contributed into the plan. In addition, there is a match up to an additional 4.5% of employee contributions. This benefit is subject to annual review and approval by management. The Organization's cost of the plan is \$33,620 for the year ended December 31, 2021 and \$31,460 for December 31, 2020.

NOTE 8 - RELATED PARTY TRANSACTIONS

The Organization supports initiatives of the Regional Development Authority, a municipal corporation under Indiana State law. Based on the cash flow needs of the Partnership, the Affiliate will grant the Partnership money throughout the year. The Affiliate granted the Partnership \$1,207,713 for 2021 and \$886,000 for 2020. This amount has been eliminated in consolidation.

(See auditors' report.)

Michiana Partnership, Inc.
D/B/A South Bend Elkhart Regional Partnership and Affiliate
Consolidating Statement of Financial Position

December 31, 2021

	South Bend Elkhart Regional Partnership, Inc.	South Bend Elkhart Regional Partnership Foundation	Total
Assets			
Cash and cash equivalents	\$ 239,724	\$ 1,046,946	\$ 1,286,670
Accounts receivable	379,606		379,606
Pledges receivable - current	114,846	315,605	430,451
Prepaid expense	286		286
Property and equipment - net	<u>163,640</u>		<u>163,640</u>
Total Current Assets	<u>898,102</u>	<u>1,362,551</u>	<u>2,260,653</u>
Other Assets			
Pledges receivable - long term, net	<u>306,063</u>	<u>380,811</u>	<u>686,874</u>
Total Assets	<u>\$ 1,204,165</u>	<u>\$ 1,743,362</u>	<u>\$ 2,947,527</u>
Liabilities and Net Assets			
Liabilities			
Accounts payable and other	\$ 112,722		\$ 112,722
Deferred revenue	<u> </u>	<u>\$ 282,804</u>	<u>282,804</u>
Total Liabilities	<u>112,722</u>	<u>282,804</u>	<u>395,526</u>
Net Assets - Undesignated	<u>1,091,443</u>	<u>1,460,558</u>	<u>2,552,001</u>
Total Liabilities and Net Assets	<u>\$ 1,204,165</u>	<u>\$ 1,743,362</u>	<u>\$ 2,947,527</u>

(See auditors' report.)

Michiana Partnership, Inc.
D/B/A South Bend Elkhart Regional Partnership and Affiliate
Consolidating Statement of Financial Position

December 31, 2020

	South Bend Elkhart Regional Partnership, Inc.	South Bend Elkhart Regional Partnership Foundation	Total
Assets			
Cash	\$ 135,091	\$ 465,817	\$ 600,908
Accounts receivable	23,543	83,675	107,218
Grant receivable	64,618		64,618
Pledges receivable - current	193,851	742,396	936,247
Prepaid expenses	5,067		5,067
Property and equipment - net	<u>189,667</u>	<u> </u>	<u>189,667</u>
 Pledges receivable-long term, net	 <u>9,452</u>	 <u>226,841</u>	 <u>236,293</u>
	 <u>\$ 621,289</u>	 <u>\$ 1,518,729</u>	 <u>\$ 2,140,018</u>
 Liabilities and Net Assets			
Liabilities			
Accounts payable	\$ 116,719		\$ 116,719
Deferred revenue	25,000	\$ 41,838	66,838
 Total Liabilities	 <u>141,719</u>	 <u>41,838</u>	 <u>183,557</u>
 Net Assets - Undesignated	 <u>479,570</u>	 <u>1,476,891</u>	 <u>1,956,461</u>
 Total Liabilities and Net Assets	 <u>\$ 621,289</u>	 <u>\$ 1,518,729</u>	 <u>\$ 2,140,018</u>

(See auditors' report.)

MICHIANA PARTNERSHIP, INC.
D/B/A South Bend Elkhart Regional Partnership and Affiliate
Consolidating Statement of Activities and Changes in Net Assets
For the Year Ended December 31, 2021

	<u>South Bend Elkhart Regional Partnership, Inc.</u>	<u>South Bend Elkhart Regional Partnership Foundation</u>	<u>Eliminations</u>	<u>2021 Total</u>
Support & Revenue				
Contracts for services	\$ 394,254			\$ 394,254
Contributions	678,750	\$ 332,790		1,011,540
Grants	883,027	853,620	\$ (1,207,713)	528,934
Other income	<u>336,917</u>	<u>5,000</u>	<u> </u>	<u>341,917</u>
 Total Revenue	 <u>2,292,948</u>	 <u>1,191,410</u>	 <u>(1,207,713)</u>	 <u>2,276,645</u>
 Expenses				
Salaries, taxes, and benefits	823,096			823,096
Regional economic development strategies	576,858			576,858
Grant expense		1,207,713	(1,207,713)	
Relational based marketing	22,251			22,251
Targeted industry marketing	118			118
Special projects and marketing partnerships	19,113			19,113
Office expense	28,527			28,527
Legal and professional fees	33,791			33,791
Professional development	16,900			16,900
Rent	66,595			66,595
Insurance	9,542			9,542
Branding and general marketing	11,205			11,205
Data and research	8,235			8,235
Partnerships and stakeholders	2,176			2,176
Meals and entertainment	2,610			2,610
Dues and subscriptions	6,430			6,430
Miscellaneous	11,076	30		11,106
Depreciation	<u>42,552</u>	<u> </u>	<u> </u>	<u>42,552</u>
Total Expenses	<u>1,681,075</u>	<u>1,207,743</u>	<u>(1,207,713)</u>	<u>1,681,105</u>
 Change in Net Assets	 611,873	 (16,333)		 595,540
 Net Assets - Beginning of Year	 <u>479,570</u>	 <u>1,476,891</u>	 <u> </u>	 <u>1,956,461</u>
 Net Assets - End of Year	 <u>\$ 1,091,443</u>	 <u>\$ 1,460,558</u>	 <u>\$ </u>	 <u>\$ 2,552,001</u>

(See auditors' report.)

Michiana Partnership, Inc.
D/B/A South Bend Elkhart Regional Partnership and Affiliate

Consolidating Statement of Activities and Net Assets

For the Year Ended December 31, 2020

	South Bend Elkhart Regional Partnership, Inc.	South Bend Elkhart Regional Partnership Foundation	Eliminations	2020 Total
Support & Revenue				
Contracts for services	166,375			\$ 166,375
Contributions	52,616	\$ 223,317		275,933
Grants	855,000	264,905	\$ (886,000)	233,905
Other income	<u>95,439</u>	<u> </u>	<u> </u>	<u>95,439</u>
 Total Revenue	 <u>1,169,430</u>	 <u>488,222</u>	 <u>(886,000)</u>	 <u>771,652</u>
 Expenses				
Salaries, taxes, and benefits	653,222			653,222
Regional economic development strategies	385,815			385,815
Grant expense		886,000	(886,000)	
Relational based marketing	26,498			26,498
Targeted industry marketing	50			50
Special projects and marketing partnerships	1,478			1,478
Office expense	29,748			29,748
Legal and professional fees	31,500			31,500
Professional development	10,397			10,397
Rent	59,606			59,606
Insurance	7,121			7,121
Branding and general marketing	10,955			10,955
Data and research	6,697			6,697
Partnerships and stakeholders	2,229			2,229
Public relations				
Meals and entertainment	556			556
Dues and subscriptions	4,795			4,795
Miscellaneous	16,176			16,176
Depreciation	<u>19,361</u>	<u> </u>	<u> </u>	<u>19,361</u>
 Total Expenses	 <u>1,266,204</u>	 <u>886,000</u>	 <u>(886,000)</u>	 <u>1,266,204</u>
 Change in Net Assets	 (96,774)	 (397,778)		 (494,552)
 Net Assets - Beginning of Year	 <u>576,344</u>	 <u>1,874,669</u>	 <u> </u>	 <u>2,451,013</u>
 Net Assets - End of Year	 <u>\$ 479,570</u>	 <u>\$ 1,476,891</u>	 <u>\$ </u>	 <u>\$ 1,956,461</u>

(See auditors' report.)

**South Bend Elkhart Regional Partnership
2022 Budget**

Statement of Activities	2022 Budget
Income	
Contracts for Services	\$ 369,235
Contributions (Regional Opportunities Alliance)	\$ 1,523,347
Other Income	\$ 454,326
Total Income	\$ 2,346,908
Expenses	
Data & Research	\$ 8,000
Operating & Administrative	
Depreciation	\$ 42,222
Dues & Subscriptions	\$ 4,788
Insurance	\$ 9,829
Legal & Professional Fees	\$ 67,900
Employee/Stakeholder Stewardship	\$ 2,500
Office Expenses	\$ 116,319
General and Admin Expenses	\$ 5,000
Partnerships & Stakeholders	\$ 2,000
Promotional	\$ 37,259
Salaries & Benefits	\$ 1,147,152
Total Operational and Administrative	\$ 1,442,969
Diversity, Equity & Inclusion	\$ 145,500
Education & Workforce	\$ 143,500
Entrepreneurship	\$ 411,727
Industry Growth	\$ 99,690
Talent Attraction & Retention	\$ 83,500
Total Regional ED Strategies	\$ 883,917
Total Expenses	\$ 2,326,886
Net Operating Income	\$ 20,022

South Bend - Elkhart Regional Partnership Board Members

Board Member	Organization
Jon Hunsberger	Elkhart County CVB
Amish Shah	Kem Krest
Susan Ford	Graham Allen Partners
Dave Behr	Indiana Economic Development Corporation
Shelley Klug	Indiana Michigan Power
Chris Stager	EDC of Elkhart County
Jeff Rea	South Bend Regional Chamber
Suzie Weirick	Elkhart County Board of Commissioners
Kevin Overmyer	Marshall County Board of Commissioners
Carl Baxmeyer	St. Joseph County Board of Commissioners
James Turnwald	MACOG
Levon Johnson	Elkhart County Chamber
Gary Neidig	ITAMCO
Larry Garatoni	HQ Investments
Mike Daigle	South Bend International Airport
Rose Meissner	Community Foundation of St. Joseph County
Shannon Cullinan	University of Notre Dame
Andrea Short	1st Source Bank
Pete McCown	Community Foundation of Elkhart County
Greg Hildebrand	Marshall County EDC
Andrew Wiand	enFocus



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

March 6, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Eyedart Creative Studio for Good of Goshen 2023 Marketing Campaign

Attached for the Board's approval and to authorize Mayor Stutsman to execute is an agreement with Eyedart Creative Studio for the Good of Goshen 2023 Marketing Campaign. Eyedart Creative Studio will be paid \$50,080 for these services.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with Eyedart Creative Studio, for the Good of Goshen 2023 Marketing Campaign at a cost of \$50,080.

City of Goshen Presenting Partner Sponsorship Agreement Good of Goshen 2023



Prepared for: Mayor Jeremy Stutsman, City of Goshen
Prepared by: Gina Leichty, Partner, Eyedart Creative Studio
Neil King, Director of Marketing, Eyedart Creative Studio
Date: March 1, 2023

What is the Good of Goshen?

The Good of Goshen is a community storytelling initiative that promotes the City through the stories and experiences of people who reside here. Eyedart Creative Studio develops and manages the program with sponsorship support from the City and other partners.

The Good of Goshen publishes one blog monthly (minimum) throughout the year. Stories are posted on the Good of Goshen website and promoted through TikTok, Facebook, Twitter, Instagram, and email marketing. Sponsors are encouraged to share and repurpose stories through their communication networks, as well.

Good of Goshen Story Content Criteria

Our stories focus on people who currently live, work, attend school, or benefit from their experience in Goshen. This program also focuses on shared spaces and our positive community experience.

We do not produce advertisements or promotions for general business products or services.

Our story themes adapt to the most important issues of the day. While themes may change, the common thread in all stories is an emphasis on generosity and community pride. Other themes may include working together for the common good of all, quality of place, transportation options, business strength, educational opportunities, the environment, and inclusion.

Purpose

The Good of Goshen seeks to build a sense of pride that translates into advocacy for Goshen. When people feel an emotional attachment to their community, they are more likely to invest economically.

We invite people to

- Consider how we can work together for common good
- Consider Goshen as a place to raise a family and invest through entrepreneurship
- Learn more about Goshen's positive diversity and the growth it creates
- Champion the people, projects, and places that are distinctively Goshen

How it Works

Working with our sponsor partners, Eyedart identifies pertinent issues and needs in the City. Eyedart then connects with individuals to interview and collect stories and share them through a variety of media.

Community Event Calendar

In addition to sponsored stories, Eyedart engages the community in the Good of Goshen through a Goshen focused event calendar. The Good of Goshen calendar is the only shared event calendar for the city.

Sponsorship Request to the City of Goshen

Eyedart requests sponsorship support of the 2023 Good of Goshen program from the City of Goshen and its partners in the amount of **\$58,080**. This will be billed at \$50,080 for the year from the City of Goshen and \$8,000 for the year from the ECCVB.

Optional: This may include a spend of \$8,000 should funding from the Goshen Chamber of Commerce become available.

Sponsorship funding goes toward the expenses of the Good of Goshen initiative including support for

1. 42 written or video stories about people in Goshen
2. Management and growth of the Good of Goshen Social Media channels
 - a. TikTok
 - b. Facebook
 - c. Instagram
 - d. YouTube
 - e. Twitter
3. Regular updates to the Good of Goshen website
4. Monthly Good of Goshen email newsletter sent to 5,000+ residents
5. Photography/videography/animation for all stories

In exchange for sponsorship support, Eyedart agrees to provide the following:

Sponsor Recognition

Eyedart will recognize the City of Goshen as a **Presenting Sponsor** on all pages of the Good of Goshen website and in all published content.

PRESS AND MEDIA RECOGNITION

Eyedart will recognize the City as a **Presenting Sponsor** in all press and media coverage.

GUIDANCE AND DECISION MAKING

As the **Presenting Sponsor** of the Campaign, the Mayor or Mayor's designated staff will have a monthly opportunity to review the proposed content and make recommendations to the Eyedart team.

Goals and Metrics

Eyedart will report monthly to the City about campaign performance, strategy, and growth. We will identify any planned strategic changes with the Mayor or designee.

Story Requests (15)

As a **Presenting Sponsor**, the City may request up to 21 stories (interview, videography, writing, and photography) for Eyedart to produce and publish. Stories must align with the Good of Goshen Story Content Criteria as outlined above.

Photography

As a **Presenting Sponsor**, the city may have an unrestricted license to access and use any of the photographs taken during the term of the sponsorship agreement. The City agrees to credit the Good of Goshen when using the photographs.

Video Assets

As a **Presenting Sponsor**, the City may have an unrestricted license to access and use any of the videos produced during the term of the sponsorship agreement. The City agrees to credit the Good of Goshen when using videos.

GOOD OF GOSHEN
% Eyedart Creative Studio
SPONSORSHIP AGREEMENT
Signature Page

IN WITNESS WHEREOF, the duly authorized representatives of each organization have executed this agreement. Please sign this agreement and return one copy immediately to gina@eyedart.com.

Mayor Jeremy Stutsman
City of Goshen, Indiana
202 S. 5th St., Goshen, IN 46528

_____, 2023
Date

Gina Leichty
Good of Goshen
Eyedart Creative Studio
324 South Fifth Street, Goshen, IN 46528

_____, 2023
Date



Estimate

From **Eyedart Creative Studio**
 324 S. Fifth Street
 Goshen, IN 46528

Estimate For **Good of Goshen**
 c/o City of Goshen
 202 South Fifth Street, Suite 1,
 Goshen, IN 46528

Estimate ID **55**
 Issue Date 12/13/2022

Subject GG23_Annual Marketing Services

Item Type	Description	Amount
Project Management	<p>PROJECT MANAGEMENT Project Management services include all aspects of strategic planning, advisory services, reporting, budget management, and liaison between you or your team and the members of our creative team.</p> <p>48 hours per year or 4 hours per month</p>	\$4,560.00
Content Management	<p>CONTENT MANAGEMENT Supporting blog posts and events on social media channels twice a week. This includes some recording, editing, animating, and compiling visual elements into reels or short videos for social media channels.</p> <p>SOCIAL ENGAGEMENT Social Engagement services include the daily review and monitoring of your social media channels Monday-Friday during regular business hours (9 a.m. - 5 p.m.) (except holidays). Our team responds to social media questions and comments and alerts you if there are concerns.</p> <p>132 hours per year or 11 hours per month</p>	\$8,580.00
Videography	<p>SHORT-FORM VIDEO This includes recording and editing 30 short-form videos for platforms like TikTok or Reels for Instagram/Facebook.</p> <p>250 hours per year or 21 hours per month</p>	\$16,250.00
Advertising / Media Purchasing	<p>AD MANAGEMENT (Google and Facebook) Eyedart will run monthly campaigns on Google (search and display) and Facebook ad platforms to increase web traffic, awareness, and followership.</p> <p>18 hours per year or 1.5 hours per month</p>	\$1,710.00

Writing / Editing	<p>BLOGGING One comprehensive or two smaller blogs per month designed to highlight Goshen's strengths and priority projects.</p> <p>120 hours per year or 10 hours per month</p>	\$7,800.00
Email Marketing/Newsletter	<p>EMAIL NEWSLETTER Monthly Good of Goshen email newsletter sent to 5,000+ residents.</p> <p>36 hours per year or 3 hours per month</p>	\$2,340.00
Web Design & Maintenance	<p>WEBSITE UPDATES Regular updates to the Good of Goshen website.</p> <p>EVENT CALENDAR Eyedart engages the community in the Good of Goshen through a Goshen-focused event calendar. The Good of Goshen calendar is the only shared event calendar for the city.</p> <p>74 hours per year or 6 hours per month</p>	\$7,040.00
Sprout Social Subscription	<p>SPROUT SOCIAL FEE Eyedart provides discounted enterprise access to clients through Sprout Social. The Sprout Social social media management and optimization platform provides clients a single communication hub. Its capabilities include content review, publishing, analytics, reporting, and engagement across social profiles.</p>	\$600.00
MailChimp Fee	<p>MAILCHIMP FEE Fee for mail service.</p>	\$1,200.00

Estimate Total \$50,080.00

Notes

ECCVB: \$8,000 for digital ads. \$6,666.67 per year plus Eyedart's 20% ad handling fee. This equals \$8,000.

Optional: Goshen Chamber of Comerece: \$8,000 for digital ads: \$6,666.67 per year plus Eyedart's 20% ad handling fee. This equals \$8,000.

This will be billed at \$50,080 for the year from the City of Goshen and \$8,000 for the year from the ECCVB.

Eyedart Terms and Conditions

Prepared for: City of Goshen
Prepared by: Neil King
Submission Date: 3/1/2023
Effective Date: 3/1/2023



Eyedart Agreement Between Eyedart Creative Studio “Eyedart,” and City of Goshen, “the Client”.

All information in this proposal is subject to the Terms and Conditions listed herein.

Term of Proposal

The information contained in this proposal is valid for 30 days. Proposals approved and signed by the Client are binding upon Eyedart and the Client beginning on the date of the Client’s signature.

Period of Agreement and Notice of Termination

This Agreement is effective as of the effective date noted above and will continue until terminated by either party upon not less than 30 days’ notice in writing given by either party to the other. The pricing in this agreement will be in effect for 12 months, starting on the effective date. After this time, any recurring services will continue with an annual price adjustment. Eyedart will notify the Client of price adjustments at least 30 days before the change.

Termination or Change

The Client has the right to terminate the recurring service plan or change the plan level for any reason at any time given a 30-day written notice.

Change or Cancellation

The Client has the right to modify, reject, cancel or stop any plans or work in process. However, the Client agrees to reimburse Eyedart for all costs and expenses incurred by Eyedart before the Client’s change in instructions, which relate to non-cancelable commitments, and to defend, indemnify and hold Eyedart harmless for any liability relating to such action. Eyedart agrees to use our best efforts to minimize such costs and expenses.

Payment for Non-Cancellable Materials

Any non-cancelable materials Eyedart has committed to purchase for the Client will be paid for by the Client, following the provisions of this Agreement. Eyedart agrees to use our best efforts to minimize such liabilities upon written notification from the Client. Eyedart will provide written proof, upon request of the Client, that any such materials and services are non-cancelable.

Releases and Permission

Eyedart will obtain releases, licenses, permits, or other authorization to use testimonials, copyrighted materials, photographs, artwork, or any other property or rights belonging to third parties obtained for use in performing services.

Accuracy

The Client is responsible for the accuracy, completeness, and propriety of information concerning its products and services.

Confidentiality

Eyedart acknowledges its responsibility, both during and after the term of its appointment, to preserve the confidentiality of any proprietary or confidential information disclosed by the Client.

Scope Change and Change Orders

Eyedart will issue change orders for additional work required or changes requested after approvals or commencement of work. Change orders will include a description of the change requested, estimated costs, and an adjusted timeline. The Client must approve all change orders in writing before Eyedart commences work.

Transfer of Materials

Upon termination of this agreement, provided that there is no outstanding indebtedness owed by the Client, Eyedart will transfer, assign and make available to the Client all property and material in our possession or control belonging to the Client. The Client agrees to pay for all costs associated with the transfer of materials.

Rights

Upon full payment of all fees and costs, rights to the use of the final output work transfer to the Client.

Billing Policies

Recurring Project Fees

(Such as Social Media Management, Ad Management, SEO, Content Management, etc.)

Eyedart charges a flat fee for recurring services rendered throughout this agreement. Eyedart bills for services on the 1st day of each month, beginning on the first month of planning.

Non-Recurring Project Fees Schedule of Payment

(Such as Consulting, Brand Development, Video, Graphic Design, Special Events)

Unless otherwise explicitly stated in the quote, payment is due and payable at the following schedule: 20 percent upon project commencement and 80 percent upon completion. Final payment is due upon presentation and delivery of the completed project. Payments are due upon receipt of invoice.

Acceptance of Non-Recurring Work Products

Any work product shall be considered accepted by the Client if a notice of a claim or complaint is not made in writing by the Client and received by Eyedart within ten (10) workdays after the performance or delivery of said work product is completed.

Billable Items

In addition to the costs and services estimated here, billable items include costs incurred for outside services. Wherever applicable, state and local sales taxes will be included in billable Items. All purchases made on the Client's behalf will be billed to the Client. Such prices will reflect a markup of 20% unless otherwise explicitly stated in the quote.

Billable items may include (but are not limited to) such items as printing, online subscription services such as email marketing or, social media management platforms, website hosting, domain registration, catering, event rental, and equipment, etc.

Payment for Third-Party Advertising

Eyedart and the client will establish an agreed-upon monthly budget for third-party advertising to be paid separately from Eyedart's monthly service fee. All purchases made on the Client's behalf (including advertising charges) will be billed to the Client. Such prices will reflect a markup of 20% unless otherwise explicitly stated in the quote.

Overtime

Fees quoted are based upon work performed during regular working hours (based on a five-day week). Overtime, rush, holiday, and weekend work necessitated by the Client's directive is billed in addition to the fees quoted at a 25% upcharge, or a mutually agreed-upon price, to be determined.

Travel

The Client agrees to reimburse Eyedart for all Client-authorized travel. Eyedart agrees to make best efforts to minimize all travel-related expenses.

Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of nature, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure will not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Governing Law

This Agreement will be governed and construed in accordance with the laws of the State of Indiana.

Representations and Warranties

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

Entire Agreement

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof and supersedes all prior discussions, agreements, and understandings of every kind and nature between them as to such subject matter. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement will remain in full force and effect.



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Resolution 2023-09 – Authorizing the Purchase of 2 single axle dump trucks
Date: March 6, 2023

Attached for the Board's approval is Resolution 2023-09 Authorizing the Purchase of two (2) single axle dump trucks with equipment. The City solicited for this purchase under Solicitation Number B-2022-006 in December 2022, however, did not receive a responsive offer. IC 5-22-10-10 allows City to make a special purchase when another purchasing method described in IC 5-22 has failed to produce a responsive offer. City obtained a quote from Truck Centers, Inc., meeting City's detailed specifications, for the total sum of Four Hundred Ten Thousand Eight Hundred Ninety-Two Dollars (\$410,892.00) for both trucks.

Suggested Motion:

Move to pass and adopt Resolution 2023-09 Authorizing the Purchase of two (2) single axle dump trucks with equipment from Truck Centers, Inc. for the sum of Four Hundred Ten Thousand Eight Hundred Ninety-Two Dollars (\$410,892.00).

**BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2023-09**

**Authorizing the Purchase of 2 Single Axle Dump Trucks
From Truck Centers, Inc.**

WHEREAS the City of Goshen through its purchasing agent may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor.

WHEREAS Indiana Code § 5-22-10-10 allows the City to make a special purchase when the Board of Public Works and Safety has solicited for a purchase under another purchasing method described in Indiana Code § 5-22 and has not received a responsive offer.

WHEREAS the City solicited for the purchase of 2 single axle dump trucks, under Solicitation Number B-2022-006 in December 2022, notice was provided under Indiana law, and offers were due January 9, 2023.

WHEREAS, the City received no offers under Solicitation Number B-2022-006.

WHEREAS, City staff located 2 single axle dump trucks substantially meeting its specifications at Truck Centers, Inc.

WHEREAS, the City wishes to purchase the 2 single axle dump trucks with salt/sand spreaders from Truck Centers, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

(1) The City of Goshen, through its Fleet Manager, is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-10, as the City did not receive any responsive or responsible bids during an open bid invitation.

(2) The special purchase of 2 single axle dump trucks with equipment shall be made from Truck Centers, Inc., Quote No.: GO020123A, dated February 2, 2023, for the sum of Four Hundred Ten Thousand Eight Hundred Ninety-Two Dollars (\$410,892.00), pursuant to the Quotation attached to this Resolution.

(3) The contract records for the special purchase authorized by this Resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

[Continued on following page].

PASSED by the Goshen Board of Public Works and Safety on March 6, 2023.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

Michael A. Landis, Member

Barb Swartley, Member

Prepared for:
Goshen Central Garage
Carl Gaines
320 Steury Ave
Goshen, IN 46528

Prepared by:
Rich Stopczynski
Truck Centers, Inc.
4145 Ameritech Drive
South Bend, IN 46628
Phone: 574-340-1078
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A proposal for:
CITY OF GOSHEN

Prepared by:
Truck Centers, Inc.
Rich Stopczynski

February 02, 2023

2024 or newer Freightliner Model 108SD Plus, 44,000# GVW Single Axle Chassis with Equipment by W.A. Jones Equipment Company



(Picture of Freightliner 108SD with Stainless Steel body for illustration purposes only. Not actual truck quoted.)

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P R I C E P A G E

108SD PLUS SINGLE AXLE PLOW TRUCK

	TOTAL # OF UNITS (2)	PER UNIT	TOTAL
CHASSIS PRICE	\$	98,474 \$	196,948
EXTENDED WARRANTY	\$	0 \$	0
W.A. JONES EQUIPMENT	\$	107,242 \$	214,484
CUSTOMER PRICE BEFORE TAX	\$	205,716 \$	411,432
TAXES AND FEES			
F.E.T. TIRE CREDITS	\$	(270) \$	(540)
TAXES AND FEES	\$	0 \$	0
OTHER CHARGES	\$	0 \$	0
TRADE-IN			
TRADE-IN ALLOWANCE	\$	(N/A) \$	(N/A)
TOTAL QUOTE	\$	205,446 \$	410,892

COMMENTS: This price is for a complete snowplow truck, including all equipment.

Price listed is currently accurate. However, if any future raw material or production surcharges are imposed upon Truck Centers by other manufacturers, those amounts may be added to this price.

I am always available for questions or clarification. Thank you for this opportunity to quote the City of Goshen.

Regards,

Rich Stopczynski

Rich Stopczynski
 Sales Executive
 Truck Centers, Inc.



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CHASSIS SPECIFICATIONS

Data Code	Description
Vehicle Configuration	
001-176	108SD PLUS CONVENTIONAL CHASSIS
004-224	2024 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-003	TRUCK/TRAILER CONFIGURATION
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-010	DIRT/SAND/ROCK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-002	ROUGH, MAINTAINED, CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY
A66-99D	FRONT AXLE RATING: 18,000 lbs
A68-99D	REAR AXLE RATING: 26,000 lbs
A63-99D	GROSS VEHICLE WEIGHT RATING: 44,000 lbs
Truck Service	
AA3-073	DUMP BODY, FRONT PLOW HITCH AND BELLY PLOW WITH HIGH GROUND CLEARANCE
A88-99D	TRUCK BODY LENGTH : 10.0 ft
AF6-99D	EXP EMPTY BODY CG LOC FROM BODY FRT(A89) : 5.9 ft
A89-99D	EXPECTED CAB TO BODY CLEARANCE : 13.0 in
AF3-2B7	WA JONES EQUIPMENT COMPANY



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Data Code	Description
Tractor Service	
AA2-005	FLATBED EQUIPMENT TRAILER
AH6-001	SINGLE (1) TRAILER
Engine	
101-3BP	CUMMINS L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT TORQUE @ 1200 RPM
Electronic Parameters	
79A-065	65 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
Engine Equipment	
99C-021	EPA/CARB/GHG21 CONFIGURATION
99D-010	CURRENT CARB EMISSION CERTIFICATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR
124-1G3	DR 12V 215 AMP 38-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-206	(3) DTNA GENUINE, FLOODED STARTING, MIN 2850CCA, 525RC, THREADED STUD BATTERIES
290-1CD	BATTERY BOX WITH ALUMINUM COVER MOUNTED SHORT SIDE TO RAIL
281-004	BATTERY JUMPERS WITH MEGA FUSE JUNCTION BLOCK (MFJB)
282-042	LH BATTERY BOX MOUNTED AS FAR AFT AS POSSIBLE, NO GREATER THAN 60 INCHES BACK OF CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS



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Data Code	Description
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
016-1E2	RAISED RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
237-1F8	RH CURVED VERTICAL TAILPIPE B-PILLAR RAISED UNDER STEP MOUNTED AFTERTREATMENT SYSTEM
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK
43X-004	LH FORWARD FACE OF DIESEL EXHAUST FLUID TANK 48 TO 52 INCHES BACK OF CAB
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED
110-003	CUMMINS SPIN ON FUEL FILTER
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
120-009	FLEETGUARD PLAIN COOLANT FILTER
266-104	1115 SQUARE INCH ALUMINUM RADIATOR
103-037	ANTIFREEZE TO -60F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION



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Data Code	Description
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER
166-002	PHILLIPS-TEMRO 150 WATT/115 VOLT OIL PREHEATER
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED
84H-013	2100 RPM SECONDARY MODE SHIFT SPEED
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY
353-073	QUICKFIT BODY LIGHTING CONNECTOR IN CAB, WITH CAP
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED



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Data Code	Description
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS
427-001	FRONT BRAKE DUST SHIELDS
409-006	FRONT OIL SEALS
408-017	SKF SCOTSEAL TF VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-031	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS
406-001	STANDARD KING PIN BUSHINGS
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
539-003	POWER STEERING PUMP
534-003	4 QUART POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

620-006	20,000# FLAT LEAF FRONT SUSPENSION
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-022	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE
421-614	6.14 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING

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Data Code	Description
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE
87B-028	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 15 MPH
423-039	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR HEAVY DUTY BRAKE AND SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE
451-025	GUNITE HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS
425-002	REAR BRAKE DUST SHIELDS
440-006	REAR OIL SEALS
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
42T-001	STANDARD REAR AXLE BREATHER

Rear Suspension

622-1DC	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
621-001	SPRING SUSPENSION - NO AXLE SPACERS
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
623-005	FORE/AFT CONTROL RODS

Brake System

490-121	WABCO 4S/4M ABS WITH TRACTION CONTROL
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE



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Data Code	Description
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER
479-006	AIR DRYER MOUNTED OUTBOARD ON RH RAIL
460-1AE	STEEL AIR TANKS MOUNTED FOR MAX GROUND CLEARANCE FOR BELLY PLOW
477-019	BW DV-2 AUTO DRAIN VALVE WITH HEATER TO WET TANK; DRAIN VALVE CABLES ON ALL OTHER TANKS

Trailer Connections

914-012	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK WITH 36 INCHES ADDITIONAL LINE END OF FRAME
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME

Wheelbase & Frame

545-417	4175MM (164 INCH) WHEELBASE
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120K PSI
552-030	1600MM (63 INCH) REAR FRAME OVERHANG
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 98.82 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 95.82 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 266.73 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 37.62 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 83.92 in
553-001	SQUARE END OF FRAME
587-003	REAR TOW HOOKS
550-001	FRONT CLOSING CROSSMEMBER
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER
572-038	REARMOST CROSSMEMBER MOUNTED WITH LAST CROSSMEMBER 13 INCHES FROM END OF FRAME



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Data Code	Description
565-001	STANDARD SUSPENSION CROSSMEMBER
Chassis Equipment	
556-1E5	14 INCH PAINTED STEEL BUMPER
558-001	FRONT TOW HOOKS - FRAME MOUNTED
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
551-001	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS SUSPENSIONS ONLY
44Z-002	EXTERIOR HARNESES WRAPPED IN ABRASION TAPE
607-003	CLEAR FRAME RAIL 36 INCHES FROM BACK OF CAB OUTBOARD OF LH FRAME RAIL
Fuel Tanks	
204-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH
218-005	RECTANGULAR FUEL TANK
215-021	PLAIN ALUMINUM TANK WITH PAINTED ZINC-PLATED STEEL BANDS
212-011	FUEL TANK FORWARD - RAISED MOUNTING
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP
122-1H8	DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
213-001	INSULATION FOR FUEL LINES
Tires	
093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES
094-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES
Hubs	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS



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Data Code	Description
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES

Cab Exterior

829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
667-037	SHORT FENDER WITH MUDFLAP
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
726-001	SINGLE ELECTRIC HORN
728-001	SINGLE HORN SHIELD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS
302-047	LED AERODYNAMIC MARKER LIGHTS
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOWPLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER
311-001	DAYTIME RUNNING LIGHTS
294-017	INTEGRAL STOP/TAIL/BACKUP LIGHTS WITH 7 EXTRA FEET OF WIRE MOUNTED AT END OF FRAME
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS



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Data Code	Description
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74B-105	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH QUADPOD BRACKETS
729-001	STANDARD SIDE/REAR REFLECTORS
677-062	FIXED CAB MOUNTED STEPS LH AND RH FOR CAB ENTRY, AND WITH HIGH GROUND CLEARANCE FOR BELLY PLOW
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

Cab Interior

055-019	RUGGED TRIM PACKAGE
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-034	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
720-003	5 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-045	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY



Prepared for:
 Goshen Central Garage
 Carl Gaines
 320 Steury Ave
 Goshen, IN 46528

Prepared by:
 Rich Stopczynski
 Truck Centers, Inc.
 4145 Ameritech Drive
 South Bend, IN 46628
 Phone: 574-340-1078
 rstopczynski@truckcentersinc.com

Data Code	Description
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-034	PREMIUM INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-1B2	PREMIUM LED CAB LIGHTING
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
78G-003	KEY QUANTITY OF 3
655-005	LH AND RH ELECTRIC DOOR LOCKS
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER
763-101	BLACK SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

81B-004	PANEL LAMP DIMMER SWITCH IN SWITCH PANEL
106-002	ELECTRONIC ACCELERATOR CONTROL
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS



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Data Code	Description
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
721-025	97 DB BACKUP ALARM MOUNTED INBOARD OF RAIL
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
148-072	ENGINE REMOTE INTERFACE WITH MULTIPLE SET SPEEDS
48H-001	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS
48C-001	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH CAP
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
679-022	LEFTHAND/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB



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Data Code	Description
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD
749-001	ROOF/OVERHEAD CONSOLE RADIO PROVISION
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
329-117	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, CAPPED
4C1-011	HARDWIRE SWITCH #1, ON/OFF LATCHING, 30 AMPS IGNITION POWER
4C2-011	HARDWIRE SWITCH #2, ON/OFF LATCHING, 30 AMPS IGNITION POWER
4C3-005	HARDWIRE SWITCH #3, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER
4C4-016	HARDWIRE SWITCH #4, ON/OFF LATCHING, 20 AMPS IGNITION POWER
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
482-001	BW TRACTOR PROTECTION VALVE
883-001	TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT



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Data Code	Description
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY

Design

065-000	PAINT: ONE SOLID COLOR
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Color

980-2L4	CAB COLOR A: L2225EY CANDY APPLE RED ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS
966-972	POWDER WHITE (N0006EA) REAR WHEELS
964-020	STANDARD BLACK BUMPER PAINT
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION
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Other Included Items

BODY	BODY EQUIPMENT BY W.A. JONES PER QUOTE MACQ5307
SPARE	SPARE TIRE AND WHEEL FOR FRONT AND REAR OF EACH TRUCK
FILTR	SPARE SET OF FILTERS FOR EACH TRUCK
BOOKS	PARTS AND SERVICE MANUALS IN DIGITAL FORMAT
MNLS	COMPLETE SET OF OPERATORS MANUALS IN EACH TRUCK
EXHST	EXHAUST REGEN INSTRUCTIONS





CITY OF GOSHEN LEGAL DEPARTMENT

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To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Date: March 6, 2023
Subject: Resolution 2023-10 – Approving Certain New or Revised City of Goshen Police Department Policies and Repealing Certain Policies

The Board of Public Works and Safety previously approved City of Goshen Police Department Policies developed in coordination with Lexipol, LLC. The Police Department and Lexipol LLC staff have identified certain, additional revisions to policies, and developed new policies, deemed appropriate due to legislative or other changed circumstances.

Attached to Resolution 2023-10 are redlined policies to show the revisions made with the exception of Policies 104, 208, 506, 608, 806, and 1025, which are new policies. If Resolution 2023-10 is approved, the redline will be removed and the policies will be put in final form.

Suggested Motion: Move to approve Resolution 2023-10 - Approving Certain New or Revised City of Goshen Police Department Policies and Repealing Various Policies, effective March 13, 2023.

**Goshen Board of Public Works and Safety
Resolution 2023-10**

**Approving Certain Revised City of Goshen Police Department
Policies and Repealing Certain Policies**

WHEREAS, on December 7th, 2020, the Board of Works and Safety approved an agreement with Lexipol LLC to review, revise, and keep up-to-date the City of Goshen Police Department's policies;

WHEREAS, the Board has previously approved new Police Department policies developed and suggested by Lexipol LLC, as well as revisions thereto;

WHEREAS, as part of the process of keeping its policies up-to-date, the Police Department and Lexipol LLC staff have identified certain, new policies and certain, additional revisions to policies deemed appropriate due to legislative or other changed circumstances; and

WHEREAS, the Goshen Board of Public Works and Safety finds that it is appropriate to approve the new policies and revised policies identified below, and to repeal policies previously approved, separately identified below.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety finds that the following revised or new City of Goshen Police Department Policies, red-line versions of which are attached hereto and made a part hereof, are hereby approved, as amended March 6, 2023, effective March 13, 2023:

- 104 Code of Ethics (new)
- 202 Training
- 208 Emergency Management Plan Procedures (new)
- 303 Control Devices
- 304 Electronic Control Devices
- 306 Firearms
- 307 Vehicle Pursuits
- 311 Domestic or Family Violence
- 312 Search and Seizure
- 427 Medical Aid and Response
- 500 Traffic
- 506 Traffic Procedures (new)

- 603 Confidential Sources
- 608 Collection and Preservation of Evidence (new)
- 800 Evidence Room
- 802 Records Maintenance and Release
- 806 Cybersecurity (new)
- 900 Temporary Custody of Adults
- 901 Temporary Custody of Juveniles
- 1000 Recruitment and Selection
- 1007 Personnel Complaints
- 1008 Body Armor
- 1025 Recruitment Plan (new)
- 1026 Drug and Alcohol Screening Procedure (new)

BE IT FURTHER RESOLVED by the Goshen Board of Public Works and Safety that, upon the approval of the above-described Policies, the following current City of Goshen Police Department policies are hereby repealed, effective immediately:

- 202 Training
- 303 Control Devices
- 304 Electronic Control Device
- 307 Vehicle Pursuits
- 311 Domestic and Family Violence
- 312 Search and Seizure
- 427 Medical Aid and Response
- 500 Traffic
- 603 Confidential Sources
- 800 Evidence Room
- 802 Records Maintenance and Release
- 900 Temporary Custody of Adults
- 901 Temporary Custody of Juveniles
- 1000 Recruitment and Selection
- 1007 Personnel Complaints

- 1008 Body Armor

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on March 6, 2023.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

, Member

Michael A. Landis, Member

Barb Swartley, Member

Code^[KH1] of Ethics

104.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to ensure that all members are aware of their individual responsibilities to maintain their integrity and that of the Goshen Police Department at all times.

104.2 POLICY

Best Practice

The Law Enforcement Code of Ethics shall be administered to all peace officer trainees during the Basic Academy course and to all other officers at the time of appointment.

The Civilian Member Code of Ethics shall be administered to all members at the time of appointment or hire.

104.3 LAW ENFORCEMENT CODE OF ETHICS

Best Practice

AS A LAW ENFORCEMENT OFFICER, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation and the peaceful against abuse or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed both in my personal and official life, I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or abuse and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

Code of Ethics

I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession... law enforcement.

104.3.1 OBJECTION TO RELIGIOUS AFFIRMATION

Best Practice

Reference to religious affirmation in the Law Enforcement Code of Ethics may be omitted where objected to by the officer.

104.4 CIVILIAN CODE OF ETHICS

Best Practice

AS A CIVILIAN MEMBER, my fundamental duty is to serve the community; and to respect the constitutional rights of all to liberty, equality, and justice.

I WILL keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or to my agency. I will be honest in thought and deed both in my personal and official life. I will be exemplary in obeying the law and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I WILL never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities, or friendships to influence my decisions.

I RECOGNIZE that my position is a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other employees. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice. I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence. I will constantly strive to achieve these objectives and ideals, dedicating myself to my chosen profession...public service.

Training

202.1 PURPOSE AND SCOPE

This policy establishes general guidelines for how training is to be identified, conducted and documented. This policy is not meant to address all specific training endeavors or identify every required training topic.

202.2 POLICY

The Department shall administer a training program that will meet the standards of federal, state, local and the Indiana Law Enforcement Training Board training requirements. It is a priority of this department to provide continuing education and training for the professional growth and development of its members.

202.3 OBJECTIVES

The objectives of the training program are to:

- (a) Enhance the level of law enforcement service to the public.
- (b) Increase the technical expertise and overall effectiveness of department members.
- (c) Provide for continued professional development of department members.
- (d) Ensure compliance with Indiana Law Enforcement Training Board rules and regulations concerning law enforcement training.

202.4 TRAINING PLAN

It is the responsibility of the Training Lieutenant to develop, review, update and maintain a training plan and to ensure that mandated basic, in-service and department-required training is completed by all members as needed or required. The training plan should include the anticipated costs associated with each type of training, including attendee salaries and backfill costs. The plan should include a systematic and detailed method for recording and logging of all training for all members into the state approved database (e.g., Acadis®).

While updates and revisions may be made to any portion of the training plan at any time it is deemed necessary, the Training Lieutenant shall review the entire training plan on an annual basis.

The plan will include information on curriculum, training material, training facilities and scheduling. The plan will address federal, state and department-required, minimum-mandated training of officers and other members.

The training requirements established by the Indiana Law Enforcement Training Board are only the minimum qualification standards and training requirements for officers. Additional training should be completed as necessary and appropriate (I.C. § 5-2-1-1).

Goshen Police Department

Policy Manual

Training

202.4.1 GOVERNMENT-MANDATED TRAINING

The following lists, while not all inclusive, identify training that is required under state and federal laws and regulations.

- (a) Federally mandated training:
 - 1. National Incident Management System (NIMS) training
- (b) State-mandated training:
 - 1. Officers shall receive all required training prior to a law enforcement assignment (I.C. § 5-2-1-9; 250 I.A.C. 2-6-1; 250 I.A.C. 2-2-1).
 - 2. Officers shall complete all required in-service training (I.C. § 5-2-1-9; I.C. § 5-2-8-1; I.C. § 5-2-8-2; I.C. § 5-2-8-5; I.C. § 36-8-3-20; 250 I.A.C. 2-7-1).
 - 3. Part-time and reserve officers shall complete all required pre-basic and in-service training as required by state law (I.C. § 36-8-3-20; 250 I.A.C. 2-9-1; 250 I.A.C. 2-7-1; 250 I.A.C. 2-8-1).

202.4.2 FAILURE TO COMPLETE IN-SERVICE TRAINING

If ~~an officer~~ an officer or reserve ~~officer~~ officer fails to complete the required hours of in-service training in a calendar year as set forth in 250 I.A.C. 2-7-1, he/she should advise the ~~Training Lieutenant~~ Training Lieutenant. The member in noncompliance shall be immediately suspended from exercising his/her police powers until the member has completed the necessary in-service training hours and met the additional requirements in 250 I.A.C. 2-7-4. The suspension of a ~~member's~~ member's police powers shall be documented in the ~~member's~~ member's training record (250 I.A.C. 2-7-4).

202.4.3 IN-SERVICE TRAINING SCHEDULE

Refresher in-service training, as applicable to member assignments, should be conducted on the following schedule:

- (a) Annual training:
 - 1. Firearms
 - 2. Physical tactics/use of force
 - 3. Emergency vehicle operation
 - 4. Vehicle Pursuits Policy, including lawful intervention techniques
 - 5. Addiction
 - 6. Disabilities
 - 7. Autism
 - 8. Alzheimer's disease
 - 9. Endangered persons
 - 10. Human trafficking

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Training

11. [Domestic or family violence, child abuse, and sudden infant death syndrome \(SIDS\)](#)
 12. [Cardiopulmonary resuscitation and the Heimlich maneuver](#)
 13. [De-escalation techniques](#)
 14. [Hazardous materials awareness](#)
 15. [Preliminary investigations](#)
 16. [Communicable diseases](#)
 17. [Harassment in the workplace \(i.e., discriminatory harassment\)](#)
- (b) [Biennial training](#)
1. [Indiana Data and Communications System \(IDACS\)](#)
 2. [Control devices](#)
- (c) [Triennial training](#)
1. [Ethics](#)
 2. [Racial/bias-based profiling and policing](#)
 3. [Field Training Officer](#)
 4. [Detainee processing](#)
 5. [Handling emotionally disturbed persons, persons suffering mental disturbances, or emotional crises](#)
- (d) [Additional training mandated by the Chief of Police or the authorized designee](#)

202.4.5 [REMEDIAL TRAINING](#)

[Remedial training is directed at resolving a particular issue/deficiency or improving the performance of a member in a particular area within a given time period. Once it has been determined that remedial training is needed, the training should be conducted as soon as practicable. Remedial training shall be documented in the same manner as other training. Remedial training may be initiated in a number of different ways, including:](#)

- (a) [Supervisor identified](#) - Supervisors have an opportunity on a daily basis to identify member performance deficiencies and develop remedial training to correct them.
- (b) [Performance evaluations](#) - Performance evaluations provide an opportunity to identify and correct deficiencies by the evaluator during the performance evaluation process (see the Performance Evaluations Policy).
- (c) [Field training](#) - Remedial training occurring during the member's field training period shall be addressed in accordance with the Field Training Policy.
- (d) [Internal Affairs](#) - Individualized remedial training may also be appropriate to address deficiencies identified as a result of an internal affairs investigation.

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Training

- (e) [Performance history audits](#) - Member performance that is identified in a performance history audit may be addressed through remedial training to correct deficiencies (see the [Performance History Audits Policy](#)).
- (f) [Instructor identified](#) - Failure to meet minimum training examination/scores may result in remedial training by the instructor.

202.5 TRAINING COMMITTEE

The Training Lieutenant may establish a Training Committee, on a temporary or as-needed basis, which will assist with identifying training needs.

The Training Committee should be comprised of at least three members, with the Training Lieutenant acting as the chairperson. Committee members should be selected based on their abilities at post-incident evaluation and at assessing related training needs. The Training Lieutenant may remove or replace members of the committee at his/her discretion.

The Training Committee should review certain incidents to determine whether training would likely improve future outcomes or reduce or prevent the recurrence of the undesirable issues related to law enforcement.

The committee shall determine by consensus whether specific department training needs exist, and then submit written recommendations of its findings to the Training Lieutenant. The recommendation should not identify specific facts of any incidents, such as identities of members involved or the date, time and location of the incident, but should focus on the type of training being recommended.

The Training Lieutenant will consider the recommendations of the committee and determine what training should be addressed, taking into consideration the mission of the Department and the available resources. Training recommendations as determined by the Training Lieutenant shall be submitted to the command staff for review prior to the release of the next year's training schedule.

202.6 TRAINING ATTENDANCE

- (a) All members assigned to attend training shall attend as scheduled unless previously excused by their immediate supervisor, Police Administration, and the training Lieutenant. Excused absences should be limited to:
 - 1. Court appearances.
 - 2. Previously approved vacation or time off.
 - 3. Illness or medical leave.
 - 4. Physical limitations preventing the member's participation.
 - 5. Emergency situations or department necessity.
- (b) Any member who is unable to attend training as scheduled shall make the proper notification as soon as practicable but no later than one hour prior to the start of training and shall:
 - 1. Document his/her absence in a memorandum to his/her supervisor.

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Training

2. Make arrangements through his/her supervisor or the Training Lieutenant to attend the required training on an alternate date.

202.7 DAILY TRAINING BULLETINS

The Lexipol Daily Training Bulletins (DTBs) are contained in a Web-accessed system that provides training on the Goshen Police Department Policy Manual and other important topics. Generally, one training bulletin is available for each day of the month. However, the number of DTBs may be adjusted by the Training Lieutenant.

Members assigned to participate in DTBs shall only use the login credentials assigned to them by the Training Lieutenant. Members should not share their password with others and should frequently change their password to protect the security of the system. After each session, members should log off the system to prevent unauthorized access. The content of the DTBs is copyrighted material and shall not be shared with others outside of the Department.

Members who are assigned to participate in the DTB program should complete each DTB at the beginning of their shifts or as otherwise directed by their supervisor. Members should not allow uncompleted DTBs to build up over time, and may be required to complete DTBs missed during extended absences (e.g., vacation, medical leave) upon returning to duty. All uncompleted DTBs shall be completed prior to the end of the pay period unless approved by the police administration. Although the DTB system can be accessed from any Internet-enabled computer, members shall only take DTBs as part of their on-duty assignments, unless directed otherwise by a supervisor.

Supervisors will be responsible for monitoring the progress of those under their command to ensure compliance with this policy.

202.8 TRAINING RECORDS

Officers shall provide a report each year to the Chief of Police regarding their annual in-service training status (I.C. § 5-2-1-1; 250 I.A.C. 2-8-1).

The Chief of Police shall submit a written report to the Executive Director of the Indiana Law Enforcement Training Board detailing the basic and in-service training status of each officer by March 31 each year (I.C. § 5-2-1-1).

The Training Lieutenant is responsible for the creation, filing and storage of all training records. Training records shall be retained in accordance with the established records retention schedule.

202.8.1 RESERVE OFFICER TRAINING RECORDS

The Chief of Police shall verify that each reserve officer has completed the required annual in-service training at the end of each calendar year (250 I.A.C. 2-8-1).

202.8.2 TRAINING RECORD REQUIREMENTS

For any training class or course conducted or delivered by or on behalf of the Department, the Training Lieutenant shall maintain training records that include but are not limited to:

- (a) Course content or lesson plan.

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Training

- (b) [Names of persons attending the class or course.](#)
- (c) [Performance of attendees, including qualification or test results, as applicable.](#)
- (d) [Names of instructors.](#)

Emergency^[KH1] Management Plan Procedures

208.1 PURPOSE AND SCOPE

Best Practice

The purpose of this procedure is to provide members guidance in the operation of emergency management.

208.2 EMERGENCY MANAGEMENT PLAN

Best Practice

In accordance with the Emergency Operations Plan Policy, this plan shall supplement the policy for operations in emergency situations with the primary source being the county, state, or federal emergency operations plan enacted by the responsible emergency management agency.

This plan will supplement the plans of county, state, or federal agencies, and may be used for unusual occurrences or critical incidents, which may include:

- (a) Natural disasters.
- (b) Manmade disasters.
- (c) Pandemics.
- (d) Civil disturbances.
- (e) Significant criminal incidents.
- (f) Terrorist incidents.
- (g) Other large-scale events.

208.3 RESPONSIBILITIES

Best Practice

The Emergency Operations Plan contains command and control protocol for the following major functions:

- (a) Command
- (b) Operations
- (c) Planning
- (d) Logistics
- (e) Administration

208.3.1 COMMAND SECTION

Best Practice

The Command Section shall account for the following functional areas or responsibilities:

- (a) Establishing an incident commander
- (b) Establishing a field command post

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Emergency Management Plan Procedures

- (c) Determining if additional resources are required
- (d) Requesting mutual aid, when necessary, in accordance with the Outside Agency Assistance Policy
 - 1. If an incident exceeds the limits of this department, the County Emergency Management Agency should be notified, and additional resources coordinated through them.
- (e) Establishing a Public Information Officer in accordance with the Media Relations Policy
- (f) Assigning a Safety Officer, if required
- (g) Establishing an official or functional liaison officer
- (h) Completing an After-Action Report for each significant incident requiring the activation of this plan in accordance with the Emergency Operations Plan Policy.

208.3.2 OPERATIONS SECTION

Best Practice

The Operations Section shall coordinate the organization, assignment, and supervision of tactical field resources to include:

- (a) Establishing and supervising any staging area, when necessary.
- (b) Establishing inner and outer perimeters.
- (c) Maintaining a manageable span of control.
- (d) Managing any evacuation of the affected area, when necessary.
- (e) Managing traffic.

208.3.3 PLANNING SECTION

Best Practice

The Planning Section shall be responsible for coordinating gathering, analyzing, and disseminating information and intelligence, and includes:

- (a) Managing the planning process.
- (b) Compiling the incident action plan.
- (c) Managing technical specialists.
- (d) Preparing a demobilization plan.

208.3.4 LOGISTICS SECTION

Best Practice

The Logistics Section shall be responsible for the following:

- (a) Communications
- (b) Medical support to incident personnel
- (c) Food and water for incident personnel
- (d) Supplies

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- (e) Facilities
- (f) Ground support

208.3.5 ADMINISTRATION AND FINANCE SECTION

Best Practice

The Administration and Finance Section shall account for the following functional areas or responsibilities:

- (a) Financial and cost summaries and/or analyses
- (b) Overseeing contract negotiations, when required
- (c) Tracking personnel and equipment time
- (d) Tracking costs of equipment and consumable supplies
- (e) Processing of claims for accidents, injuries, and liability issues

Control Devices

303.1 PURPOSE AND SCOPE

This policy provides guidelines for the use and maintenance of control devices that are described in this policy.

303.2 POLICY

In order to control individuals who are violent or who demonstrate the intent to be violent, the Goshen Police Department authorizes officers to use control devices in accordance with the guidelines in this policy and the Response to Resistance Policy. The Chief of Police may also authorize other positions or individual department members to use specific control devices.

303.3 ISSUING, CARRYING AND USING CONTROL DEVICES

Control devices described in this policy may be carried and used by members of this department only if the device has been issued by the Department or approved by the Chief of Police or the authorized designee.

Only those members who have successfully completed department-approved training in the use of any control device are authorized to carry and use the device.

Control devices may be used when a decision has been made to control, restrain or arrest a person who is violent or who demonstrates the intent to be violent and the use of the device appears reasonable under the circumstances. When reasonable, a verbal warning and opportunity to comply should precede the use of these devices.

303.4 RESPONSIBILITIES

303.4.1 TRAINING LIEUTENANT RESPONSIBILITIES

The Training Lieutenant ~~or designee~~ shall control the inventory and issuance of all control devices and shall ensure that all damaged, inoperative, outdated, or expended control devices or munitions are properly disposed of, repaired, or replaced.

Every control device shall be approved prior to issuance. Every control device will be periodically inspected by the Training Lieutenant or the designated instructor for a particular control device. The approval and inspection shall be documented.

303.4.2 USER RESPONSIBILITIES

All normal maintenance, charging or cleaning shall remain the responsibility of personnel using the various devices.

Any damaged, inoperative, outdated or expended control devices or munitions, along with documentation explaining the cause of the damage, shall be returned to the Training Lieutenant or designee for disposition. Documentation shall also be forwarded through the chain of command, when appropriate, explaining the cause of damage.

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303.5 BATON GUIDELINES

The need to immediately control a suspect must be weighed against the risk of causing serious injury. The head, neck, throat, spine, heart, kidneys and groin should not be intentionally targeted except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to him/herself or others.

When carrying a baton, uniformed personnel shall carry the baton in its authorized holder. Plainclothes and non-field personnel may carry the baton as authorized and in accordance with the needs of their assignments or at the direction of their supervisors.

303.6 GAS GUIDELINES

Gas may be used for crowd control, crowd dispersal or against suspects based on the circumstances. Only the Incident Commander or Elkhart County Regional SWAT Team Commander may authorize the delivery and use of gas, and only after evaluating all conditions known at the time and determining that such force reasonably appears justified and necessary.

When practicable, fire and emergency medical services personnel should be alerted or summoned to the scene prior to the deployment of tear gas to control any fires and to assist in providing medical aid or gas evacuation, if needed.

303.7 OLEORESIN CAPSICUM (OC) GUIDELINES

As with other control devices, OC spray and pepper projectiles may be considered for use to bring under control an individual or group of individuals who are engaging in, or are about to engage in, violent behavior. Pepper projectiles and OC spray should not, however, be used against individuals or groups who merely fail to disperse or do not reasonably appear to present a risk to the safety of department members or the public.

303.7.1 OC SPRAY

Uniformed members carrying OC spray shall carry the device in its holster on the equipment belt. Plainclothes and non-field members may carry OC spray as authorized, in accordance with the needs of their assignments or at the direction of their supervisors.

303.7.2 PEPPER PROJECTILE SYSTEMS

Pepper projectiles are plastic spheres that are filled with a derivative of OC powder. Because the compressed gas launcher delivers the projectiles with enough force to burst the projectiles on impact and release the OC powder, the potential exists for the projectiles to inflict injury if they strike the head, neck, spine or groin. Therefore, personnel using a pepper projectile system should not intentionally target those areas, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.

Officers encountering a situation that warrants the use of a pepper projectile system shall notify a supervisor as soon as practicable. A supervisor shall respond to all pepper projectile system incidents where an individual has been hit or exposed to the chemical agent. The supervisor shall

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ensure that all notifications and reports are completed as required by the Response to Resistance Policy.

Each deployment of a pepper projectile system shall be documented. This includes situations where the launcher was directed toward an individual, whether or not the launcher was used. Unintentional discharges shall be promptly reported to a supervisor and documented on the appropriate report form. Only non-incident use of a pepper projectile system, such as training or a product demonstration, is exempt from the reporting requirement.

303.7.3 TREATMENT FOR OC EXPOSURE

Persons who have been sprayed with or otherwise affected by the use of OC should be promptly provided with clean water to cleanse the affected areas. Those who complain of further severe effects shall be examined by appropriate medical personnel.

303.8 POST-APPLICATION NOTICE

Whenever gas or OC has been introduced into a residence, building interior, vehicle or other enclosed area, the owners or available occupants should be provided with notice of the possible presence of residue which could result in irritation or injury if the area is not properly cleaned. Such notice should include advisement that cleanup will be at the owner's expense. Information regarding how and when the notice was delivered and the individuals notified should be included in related reports.

303.9 KINETIC ENERGY PROJECTILE GUIDELINES

This department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used in an attempt to de-escalate a potentially deadly situation.

303.9.1 DEPLOYMENT AND USE

Only department-approved kinetic energy munitions shall be carried and deployed. Approved munitions may be used to compel an individual to cease his/her actions when such munitions present a reasonable option.

Officers are not required or compelled to use approved munitions in lieu of other reasonable tactics if the involved officer determines that deployment of these munitions cannot be done safely. The safety of hostages, innocent persons and officers takes priority over the safety of individuals engaged in criminal or suicidal behavior.

Circumstances appropriate for deployment include, but are not limited to, situations in which:

- (a) The suspect is armed with a weapon and the tactical circumstances allow for the safe application of approved munitions.
- (b) The suspect has made credible threats to harm him/herself or others.
- (c) The suspect is engaged in riotous behavior or is throwing rocks, bottles or other dangerous projectiles at officers, other department members and/or other people.

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- (d) There is probable cause to believe that the suspect has already committed a crime of violence and is refusing to comply with lawful orders.

303.9.2 DEPLOYMENT CONSIDERATIONS

Before discharging projectiles, the officer should consider such factors as:

- (a) Distance and angle to target.
- (b) Type of munitions employed.
- (c) Type and thickness of subject's clothing.
- (d) The subject's proximity to others.
- (e) The location of the subject.
- (f) Whether the subject's actions dictate the need for an immediate response and the use of control devices appears appropriate.

A verbal warning of the intended use of the device should precede its application, unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to give the individual a reasonable opportunity to voluntarily comply and to warn other officers and individuals that the device is being deployed.

Officers should keep in mind the manufacturer's recommendations and their training regarding effective distances and target areas. However, officers are not restricted solely to use according to manufacturer recommendations. Each situation must be evaluated on the totality of circumstances at the time of deployment.

The need to immediately incapacitate the suspect must be weighed against the risk of causing serious injury or death. The head and neck should not be intentionally targeted, except when the officer reasonably believes the suspect poses an imminent threat of serious bodily injury or death to the officer or others.

303.9.3 SAFETY PROCEDURES

Shotguns specifically designated for use with kinetic energy projectiles will be specially marked in a manner that makes them readily identifiable as such.

Officers will inspect shotguns and projectiles at the beginning of each shift to ensure that the shotguns are in proper working order and the projectiles are of the approved type and appear to be free from defects.

When they are not deployed, shotguns will be unloaded and properly and securely stored in police department vehicles. When deploying a kinetic energy projectile shotgun, officers shall visually inspect the kinetic energy projectiles to ensure that conventional ammunition is not being loaded into the shotgun.

Absent compelling circumstances, officers who must transition from conventional ammunition to kinetic energy projectiles will employ the two-person rule for loading. The two-person rule is a

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safety measure in which a second officer watches the unloading and loading process to ensure that the weapon is completely emptied of conventional ammunition.

303.10 TRAINING FOR CONTROL DEVICES

The Training Lieutenant or designee shall ensure that those members who are authorized to carry a control device have been properly trained and certified to carry the specific control device and are retrained or recertified as necessary. Before being authorized to carry any control device, members will be given access to and receive training on this policy.

- (a) Proficiency training shall be monitored and documented by a certified, control-device weapons or tactics instructor.
- (b) All training and proficiency for control devices will be documented in the member's training file.
- (c) Members who fail to demonstrate proficiency with the control device or knowledge of the Response to Resistance Policy will be provided remedial training. If a member cannot demonstrate proficiency with a control device or knowledge of the Response to Resistance Policy after remedial training, the member will be restricted from carrying the control device and may be subject to discipline.
- (d) Retraining or recertification should occur at least annually.

303.11 REPORTING USE OF CONTROL DEVICES

Any application of a control device shall be documented in the related incident report and reported pursuant to the Use of Force Policy.

~~Electronic Control~~ Conducted Energy Device

304.1 PURPOSE AND SCOPE

This policy provides guidelines for the issuance and use of the electronic control device.

304.2 POLICY

The electronic control device is used to control a violent or potentially violent individual. The appropriate use of such a device should result in fewer serious injuries to officers and suspects.

304.3 ISSUANCE AND CARRYING ELECTRONIC CONTROL DEVICES

Only members who have successfully completed department-approved training may be issued and may carry the electronic control device.

electronic control devices are issued for use during a member's current assignment. Those leaving a particular assignment may be required to return the device to the department inventory.

Officers shall only use the electronic control device and cartridges that have been issued by the Department. All devices must be inspected and approved by the Training Lieutenant.

Uniformed officers who have been issued the electronic control device shall wear the device in an approved holster. Non-uniformed officers may secure the electronic control device in the driver's compartment of their vehicles.

Members carrying the electronic control device should perform a spark test prior to every shift.

When carried while in uniform, officers shall carry the electronic control device in a ~~position as to not be confused with a firearm~~ weak-side holster on the side opposite the duty weapon.

- (a) All electronic control devices shall be clearly and distinctly marked to differentiate them from the duty weapon and any other device.
- (b) Whenever practicable, officers should carry ~~additional~~ two or more cartridges on their person when carrying the electronic control device.
- (c) Officers shall be responsible for ensuring that the issued electronic control device is properly maintained and in good working order.
- (d) Officers should not hold a firearm and the electronic control device at the same time.

304.4 VERBAL AND VISUAL WARNINGS

A verbal warning of the intended use of the electronic control device should precede its application, unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances. The purpose of the warning is to:

- (a) Provide the individual with a reasonable opportunity to voluntarily comply.
- (b) Provide other officers and individuals with a warning that the electronic control device may be deployed.

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If, after a verbal warning, an individual fails to voluntarily comply with an officer's lawful orders and it appears both reasonable and feasible under the circumstances, the officer may, but is not required, to display the electrical arc (provided that a cartridge has not been loaded into the device) or the laser in a further attempt to gain compliance prior to the application of the electronic control device. The aiming laser should not be intentionally directed into anyone's eyes.

The fact that a verbal or other warning was given or the reasons it was not given shall be documented by the officer deploying the electronic control device in the related report.

304.5 USE OF THE ELECTRONIC CONTROL DEVICE

The electronic control device has limitations and restrictions requiring consideration before its use. The electronic control device should only be used when its operator can safely approach the subject within the operational range of the device. Although the electronic control device is effective in controlling most individuals, officers should be aware that the device may not achieve the intended results and be prepared with other options.

304.5.1 APPLICATION OF THE ELECTRONIC CONTROL DEVICE

The electronic control device may be used in any of the following circumstances, when the circumstances perceived by the officer at the time indicate that such application is reasonably necessary to control a person:

- (a) The subject is violent or is physically resisting.
- (b) The subject has demonstrated, by words or action, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, him/herself or others.

Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of the electronic control device to apprehend an individual.

The electronic control device shall not be used to psychologically torment, to elicit statements or to punish any individual.

304.5.2 SPECIAL DEPLOYMENT CONSIDERATIONS

The use of the electronic control device on certain individuals should be avoided unless the totality of the circumstances indicates that other available options reasonably appear ineffective or would present a greater danger to the officer, the subject or others, and the officer reasonably believes that the need to control the individual outweighs the risk of using the device. This includes:

- (a) Individuals who are known to be pregnant.
- (b) Elderly individuals or obvious juveniles.
- (c) Individuals with obviously low body mass.
- (d) Individuals who are handcuffed or otherwise restrained.

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- (e) Individuals who have been recently sprayed with a flammable chemical agent or who are otherwise in close proximity to any known combustible vapor or flammable material, including alcohol-based oleoresin capicum (OC) spray.
- (f) Individuals whose position or activity may result in collateral injury (e.g., falls from height, operating vehicles).

Because the application of the electronic control device in the drive-stun mode (i.e., direct contact without probes) relies primarily on pain compliance, the use of the drive-stun mode should be limited to supplementing the probe-mode to complete the circuit, or as a distraction technique to gain separation between officers and the subject, thereby giving officers time and distance to consider other force options or actions, or when the totality of the circumstances justify the use of the drive-stun.

304.5.3 TARGETING CONSIDERATIONS

The preferred targeting areas include the individual's back or front lower-center mass. The head, neck, chest and groin should be avoided when reasonably practicable. If the dynamics of a situation or officer safety do not permit the officer to limit the application of the electronic control device probes to a precise target area, officers should monitor the condition of the subject if one or more probes strikes the head, neck, chest or groin until the subject is examined by paramedics or other medical personnel.

304.5.4 MULTIPLE APPLICATIONS OF THE ELECTRONIC CONTROL DEVICE

Officers should apply the electronic control device for only one standard cycle and then evaluate the situation before applying any subsequent cycles. Officers should not intentionally apply more than one electronic control device at a time against a single individual.

If the first application of the electronic control device appears to be ineffective in gaining control of an individual, the officer should evaluate the situation and consider certain factors before additional applications of the electronic control device, including:

- (a) Whether it is reasonable to believe that the need to control the individual outweighs the potentially increased risk posed by multiple applications.
- (b) Whether the probes are making proper contact.
- (c) Whether the individual has the ability and has been given a reasonable opportunity to comply.
- (d) Whether verbal commands, other options or tactics may be more effective.

304.5.5 ACTIONS FOLLOWING DEPLOYMENTS

Officers should take appropriate actions to control and restrain the individual to minimize the need for longer or multiple exposures to the electronic control device. As soon as practicable, officers shall notify the police dispatcher any time the electronic control device has been discharged. Expended cartridges should be collected and the expended cartridge, along with both probes

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and wire, should be disposed according to training in the biohazard bin located in the evidence processing area.

304.5.6 DANGEROUS ANIMALS

The electronic control device may be deployed against an animal as part of a plan to deal with a potentially dangerous animal, such as a dog, if the animal reasonably appears to pose an imminent threat to human safety and alternative methods are not reasonably available or would likely be ineffective.

304.5.7 OFF-DUTY CONSIDERATIONS

Officers are not authorized to carry department electronic control devices while off-duty unless working in a police capacity or while driving the assigned police vehicle.

Officers shall ensure that electronic control devices are secured while in their homes, vehicles or any other area under their control, in a manner that will keep the device inaccessible to others.

304.6 DOCUMENTATION

Officers shall document all electronic control device discharges in the related arrest/crime reports and the Response to Resistance forms. Notification shall also be made to a supervisor in compliance with the Response to Resistance Policy. Unintentional discharges, pointing the device at a person if observed by the person or another person, laser activation and arcing the device, other than for testing purposes, will also be documented on the report form. Officers should photograph the site of drive-stun applications and the location of probes prior to and after removal.

304.6.1 ELECTRONIC CONTROL DEVICE REPORT FORM

Items that shall be included in the Response to Resistance form are:

- (a) The type, brand, and serial number of electronic control device.
- (b) Date, time and location of the incident.
- (c) Whether any display, laser or arc deterred a subject and gained compliance.
- (d) The number of electronic control device activations.
- (e) The range at which the electronic control device was used.
- (f) The type of mode used (probe or drive-stun).
- (g) Location of any probe impact.
- (h) Location of contact in drive-stun mode.
- (i) Description of where missed probes went.
- (j) Whether medical care was provided to the subject.
- (k) Whether the subject sustained any injuries.
- (l) Whether any officers sustained any injuries.

The Training Lieutenant or designee should periodically analyze the report forms to identify trends, including deterrence and effectiveness. The Training Lieutenant or designee should

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also conduct audits of data downloads and reconcile electronic control device report forms with recorded activations. electronic control device information and statistics, with identifying information removed, should periodically be made available to the public.

304.6.2 REPORTS

The officer should include the following in the arrest/crime report:

- (a) Identification of all personnel firing electronic control devices
- (b) Identification of all witnesses
- (c) Medical care provided to the subject
- (d) Observations of the subject's physical and physiological actions
- (e) Any known or suspected drug use, intoxication or other medical problems

304.7 MEDICAL TREATMENT

Consistent with local medical personnel protocols and absent extenuating circumstances, only appropriate medical personnel or officers in accordance with training, should remove electronic control device probes from a person's body. Used electronic control device probes shall be treated as a sharps biohazard, similar to a used hypodermic needle, and handled appropriately. Universal precautions should be taken.

All persons who have been struck by electronic control device probes or who have been subjected to the electric discharge of the device or who sustained direct exposure of the laser to the eyes shall be medically assessed prior to booking. Additionally, any such individual who falls under any of the following categories should, as soon as practicable, be examined by paramedics or other qualified medical personnel:

- (a) The person is suspected of being under the influence of controlled substances and/or alcohol and has become a danger to themselves or others.
- (b) The person may be pregnant.
- (c) The person reasonably appears to be in need of medical attention.
- (d) The electronic control device probes are lodged in a sensitive area (e.g., groin, female breast, head, face, neck).
- (e) The person requests medical treatment.

Any individual exhibiting signs of distress or who is exposed to multiple or prolonged applications (i.e., more than 15 seconds) shall be examined or medically evaluated prior to booking. If any individual refuses medical attention, such a refusal should be witnessed by another officer and/or medical personnel and shall be fully documented in related reports. If an audio recording is made of the contact or an interview with the individual, any refusal should be included, if possible.

The transporting officer shall inform any person providing medical care or receiving custody that the individual has been subjected to the application of the electronic control device (see the Medical Aid and Response Policy).

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304.8 SUPERVISOR RESPONSIBILITIES

When possible, supervisors should respond to calls when they reasonably believe there is a likelihood the electronic control device may be used. A supervisor should respond to all incidents where the electronic control device was activated.

A supervisor should review each incident where a person has been exposed to an activation of the electronic control device. The device's onboard memory should be downloaded through the data port by a certified CEW instructor, saved in a data file, and retained by the Training Lieutenant or designee.

304.9 TRAINING

Personnel who are authorized to carry the electronic control device shall be permitted to do so only after successfully completing the initial department-approved training. Any personnel carrying the CEW must be initially certified with the device and attend annual training prior to carrying or using the device.

Proficiency training for personnel who have been issued electronic control devices should occur every year. A reassessment of an officer's knowledge and/or practical skills may be required at any time if deemed appropriate by the Training Lieutenant or designee. All training and proficiency for electronic control devices will be documented in the officer's training files.

Command staff, supervisors and investigators should receive electronic control device training as appropriate for the investigations they conduct and review.

Officers who do not carry electronic control devices should receive training that is sufficient to familiarize them with the device and with working with officers who use the device.

The Training Lieutenant or designee is responsible for ensuring that all members who carry electronic control devices have received initial and annual proficiency training. Periodic audits should be used for verification.

Application of electronic control devices during training could result in injuries or exposures should not be mandatory for certification.

The Training Lieutenant or designee should ensure that all training includes:

- (a) A review of this policy.
- (b) A review of the Response to Resistance Policy.
- (c) Performing weak-hand draws or cross-draws to reduce the possibility of unintentionally drawing and firing a firearm.
- (d) Target area considerations, to include techniques or options to reduce the unintentional application of probes near the head, neck, chest and groin.
- (e) Handcuffing a subject during the application of the electronic control device and transitioning to other force options.
- (f) De-escalation techniques.

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- (g) Restraint techniques that do not impair respiration following the application of the electronic control device.

Firearms

306.1 PURPOSE AND SCOPE

This policy provides guidelines for issuing firearms, the safe and legal carrying of firearms, firearms maintenance and firearms training.

This policy does not apply to issues related to the use of firearms that are addressed in the Response to Resistance or Officer-Involved Deadly Force incidents policies.

This policy only applies to those members who are authorized to carry firearms.

306.2 POLICY

The Goshen Police Department will equip its members with firearms to address the risks posed to the public and department members by violent and sometimes well-armed persons. The Department will ensure firearms are appropriate and in good working order and that relevant training is provided as resources allow.

306.3 AUTHORIZED FIREARMS, AMMUNITION AND OTHER WEAPONS

Members shall only use firearms that are issued or approved by the Department and [that](#) have been thoroughly inspected [and approved](#) by the Training Lieutenant or designee. Except in an emergency or as directed by a supervisor, no firearm shall be carried by a member who has not qualified with that firearm at an authorized department range.

All other weapons not provided by the Department, including, but not limited to, edged weapons, chemical or electronic weapons, impact weapons or any weapon prohibited or restricted by law or that is not covered elsewhere by department policy, may not be carried by members in the performance of their official duties without the express authorization of the Chief of Police or designee. This exclusion does not apply to the carrying of a single folding pocketknife that is not otherwise prohibited by law.

306.3.1 HANDGUNS

The authorized department-issued handgun is the Sig Sauer P320 9mm.

306.3.2 PATROL RIFLES

The authorized department-issued patrol rifle is the M-16/AR15 platform rifle in 5.56 NATO.

Members may deploy the patrol rifle in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include, but are not limited to:

- (a) Situations where the member reasonably anticipates an armed encounter.
- (b) When a member is faced with a situation that may require accurate and effective fire at long range.
- (c) Situations where a member reasonably expects the need to meet or exceed a suspect's firepower.

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- (d) When a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage.
- (e) When a member reasonably believes that a suspect may be wearing body armor.
- (f) When authorized or requested by a supervisor.
- (g) When needed to euthanize an animal.

When not deployed, the patrol rifle shall be properly secured consistent with department training in a weapons rack or case in the department vehicle.

306.3.3 PERSONALLY OWNED DUTY RIFLES

Members desiring to carry an authorized but personally owned duty rifle must receive written approval from the Chief of Police or the authorized designee. Once approved, personally owned duty firearms are subject to the following restrictions:

- (a) The rifle shall be in good working order and on the department list of approved firearms.
- (b) The rifle shall be inspected by the Training Lieutenant or designee prior to being carried and thereafter shall be subject to inspection at anytime by a ranking supervisor or firearms instructor whenever it is deemed necessary.
- (c) Prior to carrying the rifle, members shall qualify under range supervision and thereafter shall qualify in accordance with the department qualification schedule. Members must demonstrate proficiency and safe handling, and that the rifle functions properly.
- (d) Members shall provide written notice of the make, model, color, serial number and caliber of the rifle to the Training Lieutenant, who will maintain a list of the information.

306.3.4 AUTHORIZED SECONDARY HANDGUN

Members desiring to carry department or personally owned secondary handguns are subject to the following restrictions:

- (a) The handgun shall be in good working order and on the department list of approved firearms.
- (b) Only one secondary handgun may be carried at a time.
- (c) The purchase of the handgun and ammunition shall be the responsibility of the member unless the handgun and ammunition are provided by the Department.
- (d) The handgun shall be carried concealed at all times and in such a manner as to prevent unintentional cocking, discharge or loss of physical control.
- (e) The handgun shall be inspected by the Training Lieutenant or designee prior to being carried and thereafter shall be subject to inspection at anytime by a ranking supervisor or firearms instructor whenever it is deemed necessary.
- (f) Ammunition shall be the same as department issue. If the caliber of the handgun is other than department issue, the Chief of Police or the authorized designee shall approve the ammunition.

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- (g) Prior to carrying the secondary handgun, members shall qualify under range supervision and thereafter shall qualify in accordance with the department qualification schedule. Members must demonstrate proficiency and safe handling, and that the handgun functions properly.
- (h) Members shall provide written notice of the make, model, color, serial number and caliber of a secondary handgun to the Training Lieutenant, who will maintain a list of the information.

306.3.5 AMMUNITION

Members shall carry only department-authorized ammunition. Replacements for unserviceable or depleted ammunition issued by the Department shall be dispensed by the Training Lieutenant or designee when needed, in accordance with established policy.

Members carrying personally owned authorized firearms of a caliber differing from department-issued firearms shall be responsible for obtaining fresh duty ammunition in accordance with the above, at their own expense.

306.4 EQUIPMENT

Firearms carried on- or off-duty shall be maintained in a clean, serviceable condition. Maintenance and repair of authorized personally owned firearms are the responsibility of the individual member.

306.4.1 REPAIRS OR MODIFICATIONS

Each member shall be responsible for promptly reporting any damage or malfunction of an assigned firearm to a supervisor or the Training Lieutenant.

Firearms that are the property of the Department or personally owned firearms that are approved for department use may be repaired or modified only by a person who is department-approved and certified as an armorer or gunsmith in the repair of the specific firearm. Such modification or repair must be authorized in advance by the Training Lieutenant. [If an assigned department-owned firearm cannot be repaired, the Department shall issue a replacement.](#)

Any repairs or modifications to the ~~member's~~ member's personally owned firearm shall be done at ~~his/her~~ the member's expense and must be approved by the Training Lieutenant.

306.4.2 HOLSTERS

Only department-approved holsters shall be used and worn by members. Members shall periodically inspect their holsters to make sure they are serviceable and provide the proper security and retention of the handgun.

306.4.3 TACTICAL LIGHTS

Tactical lights may only be installed on ~~an approved~~ a firearm carried on- or off-duty after they have been examined and approved by the Training Lieutenant. Once the approved tactical lights have been properly installed on any firearm, the member shall qualify with the firearm to ensure proper functionality and sighting of the firearm prior to carrying it.

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306.4.4 OPTICS

Optics may only be installed on an approved firearm carried on- or off-duty after they have been examined and approved by the Training Lieutenant. Any approved sight shall only be installed in strict accordance with manufacturer specifications. Once approved sights have been properly installed on any firearm, the member shall qualify with the firearm to ensure proper functionality and sighting of the firearm prior to carrying it.

Except in an approved training situation, a member may only sight in on a target when the member would otherwise be justified in pointing a firearm at the target.

306.5 SAFE HANDLING, INSPECTION AND STORAGE

Members shall maintain the highest level of safety when handling firearms and shall consider the following:

- (a) Members shall not unnecessarily display or handle any firearm.
- (b) Members shall be governed by all rules and regulations pertaining to the use of the range and shall obey all orders issued by the Training Lieutenant or designee. Members shall not dry fire or practice quick draws except as instructed by the Training Lieutenant or other firearms training staff.
- (c) Members shall not clean, repair, load or unload a firearm anywhere in the Department, except where authorized.
- (d) Rifles removed from vehicles or the equipment storage room shall be loaded and unloaded outside of the vehicle, using clearing barrels.
- (e) Members shall not place or store any firearm or other weapon on department premises except where the place of storage is locked. No one shall carry firearms into the jail section of the Elkhart County Correctional Facility or any part thereof when securing or processing an arrestee, but shall place all firearms in a secured location.
- (f) Members shall not use any automatic firearm, heavy caliber rifle, gas or other type of chemical weapon or firearm from the armory, except with approval of a supervisor.
- (g) Any firearm authorized by the Department to be carried on- or off-duty that is determined by a member to be malfunctioning or in need of service or repair shall not be carried. It shall be promptly presented to the Training Lieutenant or designee approved by the Department for inspection and repair. Any firearm deemed in need of repair or service by the Training Lieutenant or designee will be immediately removed from service. If the firearm is the member's primary duty firearm, a replacement firearm will be issued to the member until the duty firearm is serviceable.

306.5.1 INSPECTION AND STORAGE

Handguns shall be inspected regularly and upon access or possession by another person. Rifles shall be inspected at the beginning of the shift by the member to whom the weapon is issued. The member shall ensure that the firearm is carried in the proper condition and loaded with approved ammunition.

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306.5.2 STORAGE AT HOME

Members shall ensure that all firearms and ammunition are kept in a secured area while in their homes, vehicles or any other area under their control, and in a manner that will keep them inaccessible to children and others who should not have access. Members shall not permit department-issued firearms to be handled by anyone not authorized by the Department to do so. Members should be aware that negligent storage of a firearm could result in civil and criminal liability.

306.5.3 ALCOHOL AND DRUGS

Firearms shall not be carried by any member, either on- or off-duty, who has consumed an amount of an alcoholic beverage, taken any drugs or medication, or taken any combination thereof that would tend to adversely affect the member's senses or judgment.

306.6 FIREARMS TRAINING AND QUALIFICATIONS

All members who carry a firearm while on-duty are required to successfully complete training quarterly with their duty firearms. In addition to quarterly training, all members will qualify at least ~~once per year~~ semiannually with their duty ~~firearms. Members will qualify with~~ off-duty and secondary firearms at least once a year, ~~and secondary firearms~~. Training and qualifications must be on an approved range course (I.C. § 5-2-1-9).

All members who carry a firearm while on-duty are required to successfully complete Indiana Law Enforcement Academy (I.L.E.A.) approved in-service training which shall include (250 I.A.C. 2-7-1):

- (a) A minimum of two hours of firearms training.
- (b) A minimum of two hours of use of force/physical tactics training.
- (c) A minimum of two hours of police vehicle operations.

At least annually, all members carrying a firearm should receive practical training designed to simulate field situations including low-light shooting.

306.6.1 NON-CERTIFICATION OR NON-QUALIFICATION

If any member fails to meet minimum standards for firearms training or qualification for any reason, including injury, illness, duty status or scheduling conflict, that member shall submit a written report to his/her immediate supervisor prior to the end of the required training or qualification period.

Those who fail to meet minimum standards or qualify on their first shooting attempt shall be provided remedial training and will be subject to the following requirements:

- (a) Additional range assignments may be scheduled to assist the member in demonstrating consistent firearm proficiency.
- (b) Members shall be given credit for a range training or qualification when obtaining a qualifying score or meeting standards after remedial training.
- (c) No qualification range credit will be given for the following:
 - 1. Unauthorized range make-up

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2. Failure to meet minimum standards or qualify after remedial training

Members who repeatedly fail to meet minimum standards will be removed from field assignment and may be subject to disciplinary action and/or termination.

306.7 FIREARM DISCHARGE

Except during training or recreational use, any member who discharges a firearm intentionally or unintentionally, on- or off-duty, shall immediately notify the supervisor. The supervisor will immediately notify the Police Administration. If the discharge results in injury or death to another person, additional statements and reports shall be made in accordance with the Officer-Involved Deadly Force Incidents Policy. If a firearm was discharged as a use of force, the involved member shall adhere to the additional reporting requirements set forth in the Response to Resistance Policy.

In all other cases, written reports shall be made as follows:

- (a) If on-duty at the time of the incident, the member shall file a written report with his/her supervisor and the Police Administration or provide a recorded statement to investigators prior to the end of shift, unless otherwise directed.
- (b) If off-duty at the time of the incident, the member shall submit a written report or a recorded statement no later than the end of the next regularly scheduled shift, unless otherwise directed by a supervisor or Police Administration.

306.7.1 DESTRUCTION OF ANIMALS

Members are authorized to use firearms to stop an animal in circumstances where the animal reasonably appears to pose an imminent threat to human safety and alternative methods are not reasonably available or would likely be ineffective.

In circumstances where there is sufficient advance notice that a potentially dangerous animal may be encountered, department members should develop reasonable contingency plans for dealing with the animal (e.g., fire extinguisher, electronic control device, oleoresin capsicum (OC) spray, animal control officer). Nothing in this policy shall prohibit any member from shooting a dangerous animal if circumstances reasonably dictate that a contingency plan has failed or becomes impractical.

306.7.2 INJURED ANIMALS

With the approval of a supervisor, a member may euthanize an animal that is so badly injured that human compassion requires its removal from further suffering and where other dispositions are impractical.

306.7.3 SHOTS FOR SUMMONING AID

Generally, shots fired for the purpose of summoning aid are discouraged and may not be discharged unless the member reasonably believes that they appear necessary, effective and reasonably safe.

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306.7.4 WARNING SHOTS

Warning shots are strictly prohibited.

306.8 TRAINING LIEUTENANT ~~OR DESIGNEE'S~~ DUTIES

The range will be under the exclusive control of the Training Lieutenant. All members attending will follow the directions of the Training Lieutenant ~~or designee~~. The Training Lieutenant will maintain a roster of all members attending the range ~~. Failure of~~ and will submit the roster to the Training Lieutenant after each range date. Failure of any member to sign in and out with the Training Lieutenant may result in non-participation or non-qualification.

- The range shall remain operational and accessible to department members during hours established by the Department.

The Training Lieutenant shall be certified in firearms instruction. The Training Lieutenant has the responsibility of making periodic inspection, at least once a year, of all duty firearms carried by members of this department to verify proper operation. The Training Lieutenant ~~or designee~~ has the authority to deem any department-issued or personally owned firearm unfit for service. The member will be responsible for all repairs to ~~his/her~~ the member's personally owned firearm; it will not be returned to service until it has been inspected and approved by the Training Lieutenant ~~or designee~~.

The Training Lieutenant has the responsibility for ensuring each member meets the minimum requirements during training shoots and, on at least a yearly basis, can demonstrate proficiency in the care, cleaning, and safety of all firearms the member is authorized to carry.

The Training Lieutenant ~~or designee~~ shall complete and submit to the Training Lieutenant documentation of the training courses provided. Documentation shall include the qualifications of each instructor who provides the training, a description of the training provided and, on a form that has been approved by the Department, a list of each member who completes the training. The Training Lieutenant should keep accurate records of all training shoots, qualifications, repairs, maintenance, or other records as directed by the Training Lieutenant.

306.9 FLYING WHILE ARMED

The Transportation Security Administration (TSA) has imposed rules governing law enforcement officers flying armed on commercial aircraft. The following requirements apply to officers who intend to be armed while flying on a commercial air carrier or flights where screening is conducted (49 CFR 1544.219):

- (a) Officers wishing to fly while armed must be flying in an official capacity, not for vacation or pleasure, and must have a need to have the firearm accessible, as determined by the Department based on the law and published TSA rules.
- (b) Officers must carry their Goshen Police Department identification card, bearing the officer's name, a full-face photograph, identification number, the officer's signature and the signature of the Chief of Police or the official seal of the Department and must present this identification to airline officials when requested. The officer should also

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carry the standard photo identification needed for passenger screening by airline and TSA officials (e.g., driver's license, passport).

- (c) The Goshen Police Department must submit a National Law Enforcement Telecommunications System (NLETS) message prior to the officer's travel. If approved, TSA will send the Goshen Police Department an NLETS message containing a unique alphanumeric identifier. The officer must present the message on the day of travel to airport personnel as authorization to travel while armed.
- (d) An official letter signed by the Chief of Police authorizing armed travel may also accompany the officer. The letter should outline the officer's need to fly armed, detail his/her itinerary, and include that the officer has completed the mandatory TSA training for a law enforcement officer flying while armed.
- (e) Officers must have completed the mandated TSA security training covering officers flying while armed. The training shall be given by the department-appointed instructor.
- (f) It is the officer's responsibility to notify the air carrier in advance of the intended armed travel. This notification should be accomplished by early check-in at the carrier's check-in counter.
- (g) Any officer flying while armed should discreetly contact the flight crew prior to take-off and notify them of his/her assigned seat.
- (h) Discretion must be used to avoid alarming passengers or crew by displaying a firearm. The officer must keep the firearm concealed on his/her person at all times. Firearms are not permitted in carry-on luggage and may not be stored in an overhead compartment.
- (i) Officers should try to resolve any problems associated with flying armed through the flight captain, ground security manager, TSA representative or other management representative of the air carrier.
- (j) Officers shall not consume alcoholic beverages while aboard an aircraft, or within eight hours prior to boarding an aircraft.

306.10 CARRYING FIREARMS OUT OF STATE

Qualified, active, full-time officers of this department are authorized to carry a concealed firearm in all other states subject to the following conditions (18 USC § 926B):

- (a) The officer shall carry his/her Goshen Police Department identification card whenever carrying such firearm.
- (b) The officer may not be the subject of any current disciplinary action.
- (c) The officer may not be under the influence of alcohol or any other intoxicating or hallucinatory drug.
- (d) The officer will remain subject to this and all other department policies (including qualifying and training).

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Officers are cautioned that individual states may enact local regulations that permit private persons or entities to prohibit or restrict the possession of concealed firearms on their property, or that prohibit or restrict the possession of firearms on any state or local government property, installation, building, base or park. Federal authority may not shield an officer from arrest and prosecution in such locally restricted areas.

Active law enforcement officers from other states are subject to all requirements set forth in 18 USC § 926B.

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307.1 PURPOSE AND SCOPE

This policy provides guidelines for vehicle pursuits in order to protect the safety of involved officers, the public and fleeing suspects.

307.1.1 DEFINITIONS

Definitions related to this policy include:

Blocking or vehicle intercept - A slow-speed coordinated maneuver where two or more pursuing vehicles simultaneously intercept and block the movement of a suspect vehicle, the driver of which may be unaware of the impending enforcement stop. The goal is containment and preventing a pursuit. Blocking is not a moving or stationary road block.

Boxing-in - A tactic designed to stop a suspect's vehicle by surrounding it with law enforcement vehicles and then slowing all vehicles to a stop.

Ramming - The deliberate act of contacting a suspect's vehicle with another law enforcement vehicle to functionally damage or otherwise force the suspect's vehicle to stop.

Roadblocks - A tactic designed to stop a suspect's vehicle by intentionally placing a law enforcement vehicle or other immovable object in the path of the suspect's vehicle.

Terminate - To discontinue a pursuit or stop chasing fleeing vehicles.

Tire deflation device - A device designed to puncture the tires of the pursued vehicle.

Trail - Following the path of the pursuit at a safe speed while obeying all traffic laws and without activating emergency equipment. If the pursuit is at a slow rate of speed, the trailing vehicle will maintain sufficient distance from the pursuit vehicles so as to clearly indicate an absence of participation in the pursuit.

Vehicle pursuit - An event involving one or more law enforcement officers attempting to apprehend a suspect, who is attempting to avoid arrest while operating a vehicle by using high-speed driving or other evasive tactics, such as driving off a highway, turning suddenly or driving in a legal manner but willfully failing to yield to an officer's emergency signal to stop.

307.2 POLICY

It is the policy of this department to weigh the importance of apprehending suspects who unlawfully flee from law enforcement against the risks associated with vehicle pursuits.

307.3 OFFICER RESPONSIBILITIES

Vehicle pursuits shall only be conducted using authorized police department emergency vehicles that are equipped with emergency lighting and sirens as required by law (I.C. § 9-13-2-6(1)(B)).

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Officers shall drive with due regard for the safety of all persons and property. However, officers may, when in pursuit of a suspect and provided there is no unreasonable risk to persons and property (I.C. § 9-21-1-8):

- (a) Proceed past a red or stop signal or stop sign but only after slowing down as may be necessary for safe operation.
- (b) Exceed the speed limit.
- (c) Disregard regulations governing direction of movement or turning in specified directions.
- (d) Park or stand in the roadway.

307.3.1 WHEN TO INITIATE A PURSUIT

Officers are authorized to initiate a pursuit when it is reasonable to believe that a suspect, who has been given an appropriate signal to stop by a law enforcement officer, is attempting to evade arrest or detention by fleeing in a vehicle (I.C. § 35-44.1-3-1).

Factors that shall be considered, both individually and collectively, when deciding to initiate or continue a pursuit include, but are not limited to:

- (a) The seriousness of the known or reasonably suspected crime and its relationship to community safety.
- (b) The importance of protecting the public and balancing the known or reasonably suspected offense and the apparent need for immediate capture against the risks to officers, innocent motorists and others.
- (c) The safety of the public in the area of the pursuit, including the type of area, time of day, the amount of vehicular and pedestrian traffic (e.g., school zones) and the speed of the pursuit relative to these factors.
- (d) The pursuing officers' familiarity with the area of the pursuit, the quality of radio communications between the pursuing vehicles and communications operator/supervisor, and the driving capabilities of the pursuing officers under the conditions of the pursuit.
- (e) The weather, traffic and road conditions that unreasonably increase the danger of the pursuit when weighed against the risks resulting from the suspect's escape.
- (f) The identity of the suspect has been verified and there is comparatively minimal risk in allowing the suspect to be apprehended at a later time.
- (g) The performance capabilities of the vehicles used in the pursuit in relation to the speed and other conditions of the pursuit.
- (h) Emergency lighting and siren limitations on unmarked police department vehicles that may reduce visibility of the vehicle, such as visor or dash-mounted lights,

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concealable or temporary emergency lighting equipment and concealed or obstructed siren positioning.

- (i) Vehicle speeds.
- (j) Other persons in or on the pursued vehicle (e.g., passengers, co-offenders and hostages).
- (k) The availability of other resources, such as air support assistance.
- (l) The pursuing vehicle is carrying passengers other than on-duty police officers. Pursuits should not be undertaken with an arrestee in the pursuit vehicle unless exigent circumstances exist, and then only after the need to apprehend the suspect is weighed against the safety of the arrestee in transport. A vehicle containing more than a single arrestee should not be involved in a pursuit.

307.3.2 WHEN TO TERMINATE A PURSUIT

Pursuits should be terminated whenever the totality of objective circumstances known or which reasonably ought to be known to the officer or supervisor during the pursuit indicates that the present risks of continuing the pursuit reasonably appear to outweigh the risks resulting from the suspect's escape (I.C. § 9-21-1-8(d)).

When a supervisor, or dispatcher working off the authority of the supervisor, directs the pursuit to be terminated, officers will immediately terminate the pursuit.

The factors listed in this policy on when to initiate a pursuit will apply equally to the decision to terminate a pursuit. Officers and supervisors must objectively and continuously weigh the seriousness of the offense against the potential danger to innocent motorists, themselves and the public when electing to continue a pursuit.

In addition to the factors that govern when to initiate a pursuit, other factors should be considered in deciding whether to terminate a pursuit, including:

- (a) The distance between the pursuing vehicle and the fleeing vehicle is so great that further pursuit would be futile or require the pursuit to continue for an unreasonable time or distance.
- (b) The pursued vehicle's location is no longer definitely known.
- (c) The pursuing vehicle sustains damage or a mechanical failure that renders it unsafe to drive.
- (d) The pursuing vehicle's emergency lighting equipment or siren becomes partially or completely inoperable (I.C. § 9-21-1-8(c)).
- (e) Hazards to uninvolved bystanders or motorists.
- (f) The danger that the continued pursuit poses to the public, the officers or the suspect, balanced against the risk of allowing the suspect to remain at large.
- (g) When the identity of the suspect is known and it does not reasonably appear that the need for immediate capture outweighs the risks associated with continuing the pursuit.

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- (h) Extended pursuits of violators for misdemeanors not involving violence or weapons (independent of the pursuit) are generally discouraged.

307.3.3 REINSTATING A TERMINATED PURSUIT

An officer may reinstate a previously terminated vehicle pursuit only if authorized by a supervisor and conducted in accordance with the guidelines for initiating a vehicle pursuit.

307.4 PURSUIT VEHICLES

When involved in a pursuit, unmarked non-patrol police department emergency vehicles should be replaced by marked emergency vehicles, or unmarked patrol police vehicles equipped with patrol lighting packages whenever practicable.

Vehicle pursuits should be limited to three police department emergency vehicles (two pursuit vehicles and the supervisor vehicle or k-9 unit). However, the number of vehicles involved will vary with the circumstances.

An officer or supervisor may request that additional vehicles join a pursuit if, after assessing the factors outlined above, it appears that the number of officers involved would be insufficient to safely arrest the number of suspects. All other officers shall stay out of the pursuit but should remain alert to its progress and location. Any officer who drops out of a pursuit may then, if necessary, proceed to the pursuit termination point at legal speeds, following the appropriate rules of the road.

307.4.1 MOTORCYCLES

When involved in a pursuit, police department motorcycles should be replaced by marked emergency vehicles or unmarked patrol police vehicles equipped with patrol lighting packages as soon as practicable.

307.4.2 VEHICLES WITHOUT EMERGENCY EQUIPMENT

Officers operating vehicles not equipped with emergency lights and siren are prohibited from initiating or joining in any pursuit (I.C. § 9-19-5-3; I.C. § 9-19-14-5).

Officers in such vehicles may provide support to pursuing vehicles as long as the vehicle is operated in compliance with all traffic laws. Those officers should discontinue such support immediately upon arrival of a sufficient number of authorized emergency police department vehicles or any air support.

307.4.3 PRIMARY PURSUIT VEHICLE RESPONSIBILITIES

The initial pursuing officer will be designated as the primary pursuit vehicle and will be responsible for the conduct of the pursuit unless he/she is unable to remain reasonably close to the suspect's vehicle. The primary responsibility of the officer initiating the pursuit is the apprehension of the suspect without unreasonable danger to him/herself or others.

The primary pursuing officer should notify the communications operator, commencing with a request for priority radio traffic, that a vehicle pursuit has been initiated, and as soon as practicable provide information including, but not limited to:

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- (a) The location, direction of travel and estimated speed of the suspect's vehicle.
- (b) The description of the suspect's vehicle including the license plate number, if known.
- (c) The reason for the pursuit.
- (d) The use of firearms, threat of force, violence, injuries, hostages or other unusual hazards.
- (e) The number of occupants and identity or description.
- (f) The weather, road and traffic conditions.
- (g) The need for any additional resources or equipment.
- (h) The identity of other law enforcement agencies involved in the pursuit.

Unless relieved by a supervisor or a secondary pursuing officer, the officer in the primary pursuit vehicle shall be responsible for broadcasting the progress of the pursuit. Unless circumstances reasonably indicate otherwise, the primary pursuing officer should relinquish the responsibility of broadcasting the progress of the pursuit to an officer in a secondary pursuit vehicle or to air support joining the pursuit to minimize distractions and allow the primary pursuing officer to concentrate foremost on safe pursuit tactics.

307.4.4 SECONDARY PURSUIT VEHICLE RESPONSIBILITIES

The second officer in the pursuit will be designated as the secondary pursuit vehicle and is responsible for:

- (a) Immediately notifying the communications operator of his/her entry into the pursuit.
- (b) Remaining a safe distance behind the primary pursuit vehicle unless directed to assume the role of primary pursuit vehicle or if the primary pursuit vehicle is unable to continue the pursuit.
- (c) Broadcasting information that the primary pursuing officer is unable to provide.
- (d) Broadcasting the progress of the pursuit, updating known or critical information and providing changes in the pursuit, unless the situation indicates otherwise.
- (e) Identifying the need for additional resources or equipment as appropriate.
- (f) Serving as backup to the primary pursuing officer once the suspect has been stopped.

307.5 PURSUIT DRIVING

The decision to use specific driving tactics requires the same assessment of the factors the officer considered when determining whether to initiate and/or terminate a pursuit. The following are tactics for officers who are involved in the pursuit:

- (a) Officers, considering their driving skills and vehicle performance capabilities, will space themselves from other involved vehicles such that they are able to see and avoid hazards or react safely to unusual maneuvers by the fleeing vehicle.

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- (b) Because intersections can present increased risks, the following tactics should be considered:
 - 1. Available officers not directly involved in the pursuit may proceed safely to controlled intersections ahead of the pursuit in an effort to warn cross traffic.
 - 2. Pursuing officers should exercise due caution and slow down as may be necessary when proceeding through controlled intersections.
- (c) As a general rule, officers should not pursue a vehicle driving the wrong direction on a roadway, highway or freeway. In the event the pursued vehicle does so, the following tactics should be considered:
 - 1. Request assistance from available air support.
 - 2. Maintain visual contact with the pursued vehicle by paralleling the vehicle while driving on the correct side of the roadway.
 - 3. Request other officers to observe exits available to the suspect.
- (d) Notify the Indiana State Police or other law enforcement agency if it appears that the pursuit may enter its jurisdiction.
- (e) Officers involved in a pursuit should not attempt to pass other pursuing vehicles unless the situation indicates otherwise or they are requested to do so by the pursuing officer and with a clear understanding of the maneuver process between the involved officers.

307.5.1 PURSUIT TRAILING

In the event that initial pursuing officers relinquish control of the pursuit to another agency, the initial officers may, with the permission of a supervisor, trail the pursuit to the termination point in order to provide information and assistance for the arrest of the suspect and reporting the incident.

307.5.2 OFFICERS NOT INVOLVED IN THE PURSUIT

Officers who are not involved in the pursuit should remain in their assigned areas, should not parallel the pursuit route and should not become involved with the pursuit unless directed otherwise by a supervisor. Uninvolved officers are authorized to use emergency equipment at intersections along the pursuit path to clear intersections of vehicular and pedestrian traffic to protect the public. Those officers should attempt to place their vehicles in locations that provide some safety or an escape route in the event of an unintended collision or if the suspect intentionally tries to ram the police department vehicle.

Non-pursuing members needed at the pursuit termination point should respond in a non-emergency manner, observing the rules of the road.

The primary pursuit vehicle, secondary pursuit vehicle and supervisor vehicle should be the only vehicles operating under emergency conditions (emergency lights and siren) unless other officers are assigned to the pursuit.

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307.6 SUPERVISORY CONTROL AND RESPONSIBILITIES

Available supervisory and management control will be exercised over all vehicle pursuits involving officers from this department.

The field supervisor of the officer initiating the pursuit, or if unavailable, the nearest field supervisor, will be responsible for:

- (a) Immediately notifying involved officers and the communications operator of supervisory presence and ascertaining all reasonably available information to continuously assess the situation and risk factors associated with the pursuit. This is to ensure that the pursuit is conducted within established department guidelines.
- (b) Engaging in the pursuit, when appropriate, to provide on-scene supervision.
- (c) Exercising management and control of the pursuit even if not engaged in it.
- (d) Ensuring that no more than the required law enforcement vehicles are involved in the pursuit under the guidelines set forth in this policy.
- (e) Directing that the pursuit be terminated if, in his/her judgment, it is not justified to continue the pursuit under the guidelines of this policy.
- (f) Ensuring that assistance from air support, canines or additional resources is requested, if available and appropriate.
- (g) Ensuring that the proper radio channel is being used.
- (h) Ensuring that the Officer in charge is notified of the pursuit, as soon as practicable.
- (i) Ensuring the notification and/or coordination of outside agencies if the pursuit either leaves or is likely to leave the jurisdiction of this department.
- (j) Controlling and managing Goshen Police Department officers when a pursuit enters another jurisdiction.
- (k) Preparing a post-pursuit review and documentation of the pursuit as required.

307.6.1 OFFICER IN CHARGE RESPONSIBILITIES

Upon becoming aware that a pursuit has been initiated, the Officer in Charge should monitor and continually assess the situation and ensure the pursuit is conducted within the guidelines and requirements of this policy. The Officer in Charge has the final responsibility for the coordination, control and termination of a vehicle pursuit and shall be in overall command.

The Officer in Charge shall review all pertinent reports for content and forward them to the Division Chief.

307.7 ELKHART COUNTY 911 CENTER

If the pursuit is confined within the City limits, radio communications will be conducted on the primary channel unless instructed otherwise by a supervisor or communications operator.

307.7.1 RESPONSIBILITIES

Upon notification or becoming aware that a pursuit has been initiated, the communications operator is responsible for:

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- (a) Clearing the radio channel of non-emergency traffic.
- (b) Coordinating pursuit communications of the involved officers.
- (c) Broadcasting pursuit updates as well as other pertinent information as necessary.
- (d) Ensuring that a field supervisor is notified of the pursuit.
- (e) Notifying and coordinating with other involved or affected agencies as practicable.
- (f) Notifying the Officer in Charge as soon as practicable.
- (g) Assigning an incident number and logging all pursuit activities.

307.8 LOSS OF PURSUED VEHICLE

When the pursued vehicle is lost, the involved officers should broadcast pertinent information to assist other officers in locating the vehicle. The primary pursuing officer or supervisor will be responsible for coordinating any further search for either the pursued vehicle or suspects fleeing on foot.

307.9 INTERJURISDICTIONAL CONSIDERATIONS

When a pursuit enters another agency's jurisdiction, the primary pursuing officer or supervisor, taking into consideration the distance traveled, unfamiliarity with the area and other pertinent facts, should determine whether to request the other agency to assume the pursuit.

Unless entry into another jurisdiction is expected to be brief, it is generally recommended that the primary or secondary pursuing officer or supervisor ensure that notification is provided to each outside jurisdiction into which the pursuit is reasonably expected to enter, regardless of whether the jurisdiction is expected to assist.

307.9.1 ASSUMPTION OF PURSUIT BY ANOTHER AGENCY

Officers will relinquish control of the pursuit when another agency has assumed the pursuit, unless the continued assistance of the Goshen Police Department is requested by the agency assuming the pursuit. Upon relinquishing control of the pursuit, the involved officers may proceed, with supervisory approval, to the termination point of the pursuit to assist in the investigation. The supervisor should coordinate such assistance with the assuming agency and obtain any information that is necessary for any reports.

The roles and responsibilities of officers at the termination point of a pursuit initiated by this department shall be coordinated with appropriate consideration of the needs of the agency assuming the pursuit.

Notification of a pursuit in progress should not be construed as a request to join the pursuit. Requests to or from another agency to assume a pursuit should be specific. Because of communication limitations between local law enforcement agencies, a request for another agency's assistance will mean that its personnel will assume responsibility for the pursuit. For the same reasons, when a pursuit leaves another jurisdiction and a request for assistance is made to this department, the other agency should relinquish control.

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307.9.2 PURSUITS EXTENDING INTO THIS JURISDICTION

The agency that initiates a pursuit shall be responsible for conducting the pursuit. Officers from this department should not join a pursuit unless specifically requested to do so by the pursuing agency and with approval from a supervisor. The exception to this is when a single vehicle from the initiating agency is in pursuit. Under this circumstance, an officer from this department may, with supervisor approval, immediately join the pursuit until sufficient vehicles from the initiating agency join the pursuit or until additional information is provided allowing withdrawal from the pursuit.

When a request is made for this department to assist or take over a pursuit that has entered the jurisdiction of the Goshen Police Department, the supervisor should consider:

- (a) The public's safety within this jurisdiction.
- (b) The safety of the pursuing officers.
- (c) Whether the circumstances are serious enough to continue the pursuit.
- (d) Whether there is adequate staffing to continue the pursuit.
- (e) The ability to maintain the pursuit.

As soon as practicable, the Officer in Charge should review a request for assistance from another agency. The supervisor, after considering the above factors, may decline to assist in or assume the other agency's pursuit.

Assistance to a pursuing agency by officers of this department will conclude at the City limits, provided that the pursuing agency has sufficient assistance from other sources. Ongoing participation from this department may continue only until sufficient assistance is present.

In the event that the termination point of a pursuit from another agency is within this jurisdiction, officers shall provide appropriate assistance including, but not limited to, scene control, coordination and completion of supplemental reports and any other assistance requested or needed.

307.10 PURSUIT INTERVENTION

Pursuit intervention is an attempt to stop the suspect's ability to continue to flee in a vehicle through tactical application of technology, tire deflation devices, blocking or vehicle intercept, boxing-in, ramming or roadblock procedures (I.C. § 9-21-1-0.5).

307.10.1 WHEN USE IS AUTHORIZED

Whenever practicable, an officer shall seek approval from a supervisor before employing any intervention to stop the pursued vehicle. In deciding whether to use intervention tactics, officers/supervisors should balance the risk of allowing the pursuit to continue with the potential hazards arising from the use of each tactic to the public, the officers and persons in or on the pursued vehicle. With this in mind, the decision to use any intervention tactic should be reasonable in light of the circumstances apparent to the officer at the time of the decision.

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307.10.2 USE OF FIREARMS

The use of firearms to disable a pursued vehicle is not generally an effective tactic and involves all the dangers associated with discharging firearms. Officers should not utilize firearms during an ongoing pursuit unless the conditions and circumstances meet the requirements authorizing the use of deadly force. Nothing in this section shall be construed to prohibit any officer from using a firearm to stop a suspect from using a vehicle as a deadly weapon.

307.10.3 INTERVENTION STANDARDS

Any intervention tactic, depending upon the conditions and circumstances under which it is used, may present dangers to the officers, the public or anyone in or on the vehicle being pursued. Certain applications of intervention tactics may be construed to be a use of force, including deadly force, and are subject to policies guiding such use. Officers shall consider these facts and requirements prior to deciding how, when, where and if an intervention tactic should be employed (I.C. § 35-41-3-3(b)).

- (a) Blocking or vehicle intercept should only be considered in cases involving felony suspects or impaired drivers who pose a threat to the public's safety, and when officers reasonably believe that attempting a conventional enforcement stop will likely result in the driver attempting to flee in the vehicle. Because of the potential risks involved, this intervention tactic should only be employed by properly trained officers and after giving consideration to the following:
 - 1. The need to immediately stop the suspect vehicle or prevent it from leaving substantially outweighs the risk of injury or death to occupants of the suspect vehicle, officers or others.
 - 2. All other reasonable intervention tactics have failed or reasonably appear ineffective.
 - 3. Employing the blocking or vehicle intercept maneuver does not unreasonably increase the risk of safety to those involved or the public.
 - 4. The suspect vehicle is stopped or traveling at a low speed.
 - 5. Only law enforcement vehicles should be used in this tactic.
- (b) The use of any lawful intervention technique is limited to use by properly trained officers with the approval of a supervisor and upon assessment of the circumstances and conditions presented at the time, including the potential for risk of injury to officers, the public and occupants of the pursued vehicle (I.C. § 9-21-1-8).
- (c) Ramming a fleeing vehicle should be done only after other reasonable tactical means at the officer's disposal have been exhausted or would not be effective, and immediate control is necessary. Ramming should be reserved for situations where there does not appear to be another reasonable alternative method. If there does not reasonably appear to be a present or immediately foreseeable serious threat to the public, the

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use of ramming is not authorized. When ramming is used as a means to stop a fleeing vehicle, the following factors should be present:

1. The suspect is an actual or suspected felon, who reasonably appears to represent a serious threat to the public if not apprehended.
 2. The suspect is driving with willful or wanton disregard for the safety of other persons or is driving in a reckless and life-endangering manner or using the vehicle as a weapon.
- (d) Boxing-in a suspect vehicle should only be attempted upon approval by a supervisor. The use of such a tactic must be carefully coordinated with all involved vehicles, taking into consideration the circumstances and conditions apparent at the time, as well as the potential risk of injury to officers, the public and occupants of the pursued vehicle. Officers and supervisors should weigh the potential consequences against the need to immediately stop the vehicle.
- (e) Tire deflation devices should be deployed only after notification of pursuing officers and the supervisor of the intent and location of the intended deployment, and in a manner that:
1. Should reasonably only affect the pursued vehicle.
 2. Provides the deploying officer adequate cover and escape from intentional or unintentional exposure to the approaching vehicle.
 3. Takes into account the limitations of such devices as well as the potential risk to officers, the public and occupants of the pursued vehicle.
 4. Takes into account whether the pursued vehicle is a motorcycle, a vehicle transporting hazardous materials or a school bus transporting children.
- (f) Because roadblocks involve a potential for serious injury or death to occupants of the pursued vehicle if the suspect does not stop, the intentional placement of roadblocks in the direct path of a pursued vehicle is generally discouraged and should not be deployed without prior approval of a supervisor. If roadblocks are deployed, it should only be done under extraordinary conditions when all other reasonable intervention tactics have failed or reasonably appear ineffective and the need to immediately stop the pursued vehicle substantially outweighs the risks of injury or death to occupants of the pursued vehicle, officers or the public.

307.11 CAPTURE OF SUSPECTS

Proper self-discipline and sound professional judgment are the keys to a successful conclusion of a pursuit and apprehension of evading suspects. Officers shall use only that amount of force that reasonably appears necessary given the facts and circumstances perceived by the officer at the time of the event to accomplish a legitimate law enforcement purpose.

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Unless relieved by a supervisor, the primary pursuing officer should coordinate efforts to apprehend the suspect following the pursuit. Officers should consider the safety of the public and the involved officers when formulating plans for setting up perimeters or for containing and capturing the suspect.

307.11.1 POST-STOP GUIDELINES

At the conclusion of a vehicle pursuit, including after the use of a pursuit intervention tactic, officers should follow the applicable procedures for conducting a high-risk traffic stop.

307.12 REPORTING REQUIREMENTS

All appropriate reports shall be completed to comply with appropriate laws and policies or procedures.

- (a) The primary pursuing
 - ~~officers or any~~ officer
 - ~~having involvement in the pursuit~~ shall complete appropriate crime/arrest
 - ~~/supplemental~~ reports.
- (b) The primary pursuing officer or supervisor shall complete the appropriate pursuit report.
- (c) After first obtaining the available information, the involved, or if unavailable, on-duty field supervisor shall promptly complete a supervisor's log or interoffice memorandum, briefly summarizing the pursuit to the Chief of Police or the authorized designee. This log or memorandum should include, at a minimum:
 - 1. Date and time of the pursuit.
 - 2. Initial reason and circumstances surrounding the pursuit.
 - 3. Length of pursuit in distance and time, including the starting and termination points.
 - 4. Involved vehicles and officers.
 - 5. Alleged offenses.
 - 6. Whether a suspect was apprehended, as well as the means and methods used.
 - (a) Any use of force shall be reported and documented in compliance with the Use of Force Policy.
 - 7. Arrestee information, if applicable.
 - 8. Any injuries and/or medical treatment.

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9. [Any property or equipment damage.](#)
 10. [Name of supervisor at the scene or who handled the incident.](#)
 11. [A preliminary determination that the pursuit appears to be in compliance with this policy or that additional review and/or follow-up is warranted.](#)
- (d) [After](#) receiving copies of reports, logs and other pertinent information, the
- ~~Patrol Division~~
- Chief [of Police](#) or the authorized designee shall conduct or assign the completion of a post-pursuit review
- ~~to the Review Board~~
- , as appropriate.
- (e) Annually, the Chief of Police should direct a documented review and analysis of department vehicle pursuits to minimally include policy suitability, policy compliance and training needs.

307.13 REGULAR AND PERIODIC PURSUIT TRAINING

In addition to initial and supplementary training on pursuits, all officers will participate, no less than annually, in regular and periodic training addressing this policy and the importance of vehicle safety and protecting the public. Training will include recognition of the need to balance the known offense and the need for immediate capture against the risks to officers and others.

Domestic or Family Violence

311.1 PURPOSE AND SCOPE

The purpose of this policy is to provide the guidelines necessary to deter, prevent and reduce domestic or family violence through vigorous enforcement and to address domestic or family violence as a serious crime against society. The policy specifically addresses the commitment of the Goshen Police Department to take enforcement action when appropriate, to provide assistance to victims and to guide officers in the investigation of domestic or family violence.

311.1.1 DEFINITIONS

Definitions related to this policy include:

Court order - All forms of orders related to domestic or family violence, that have been issued by a court of this state or another, whether civil or criminal, regardless of whether service has been made.

Domestic or family violence - When a family or household member commits, attempts to commit or conspires to commit any of the offenses specified in I.C. § 35-31.5-2-76 against another family or household member.

311.2 POLICY

The Goshen Police Department's response to incidents of domestic or family violence and violations of related court orders shall stress enforcement of the law to protect the victim and shall communicate the philosophy that domestic or family violence is criminal behavior. It is also the policy of this department to facilitate victims' and offenders' access to appropriate civil remedies and community resources whenever feasible.

311.3 OFFICER SAFETY

The investigation of domestic or family violence cases often places officers in emotionally charged and sometimes highly dangerous environments. No provision of this policy is intended to supersede the responsibility of all officers to exercise due caution and reasonable care in providing for the safety of any officers and parties involved.

311.4 INVESTIGATIONS

The following guidelines should be followed by officers when investigating domestic or family violence cases:

- (a) Calls of reported, threatened, imminent, or ongoing domestic or family violence and the violation of any court order are of extreme importance and should be considered among the highest response priorities. This includes incomplete 9-1-1 calls.
- (b) When practicable, officers should obtain and document statements from the victim, the suspect, and any witnesses, including children, in or around the household or location of occurrence.

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- (c) Officers should list the full name and date of birth (and school if available) of each child who was present in the household at the time of the offense. The names of other children who may not have been in the house at that particular time should also be obtained for follow-up. ~~In affidavits, juveniles should be listed as a juvenile victim or witness with an assigned number. Juveniles shall not be identified by name, initials, date of birth, or age.~~
- (d) ~~Ensure to make the required notification to the Department of Child Services (DCS) when children are present in domestic or family violence situations.~~
- (e) When practicable and legally permitted, video or audio record all significant statements and observations.
- (f) All injuries should be photographed, regardless of severity, taking care to preserve the ~~victim's-~~ victim's personal privacy. Where practicable, photographs should be taken by a person of the same sex. Victims whose injuries are not visible at the time of the incident should be asked to contact the Investigation Division in the event that the injuries later become visible.
- (g) Officers should request that the victim complete and sign an authorization for release of medical records related to the incident when applicable.
- (h) If the suspect is no longer at the scene, officers should make reasonable efforts to locate the suspect to further the investigation, provide the suspect with an opportunity to make a statement, and make an arrest or seek an arrest warrant if appropriate.
- (i) Seize any firearms or other dangerous weapons in the home, if appropriate and legally permitted, for safekeeping or as evidence (I.C. § 35-33-1-1.5).
- (j) When completing an incident or arrest report for violation of a court order, officers should include specific information that establishes that the offender has been served, including the date the offender was served, the name of the agency that served the order, and the provision of the order that the subject is alleged to have violated. When reasonably available, the arresting officer should attach a copy of the order to the incident or arrest report.
- (k) Officers should take appropriate enforcement action when there is probable cause to believe an offense has occurred. Factors that should not be used as sole justification for declining to take enforcement action include:
 - 1. Whether the suspect lives on the premises with the victim.
 - 2. Claims by the suspect that the victim provoked or perpetuated the violence.
 - 3. The potential financial or child custody consequences of arrest.
 - 4. The physical or emotional state of either party.
 - 5. Use of drugs or alcohol by either party.
 - 6. Denial that the violence occurred where evidence indicates otherwise.
 - 7. A request by the victim not to arrest the suspect.
 - 8. Location of the incident (public/private).
 - 9. Speculation that the complainant may not follow through with the prosecution.

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10. Actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or marital status of the victim or suspect.
 11. The social status, community status, or professional position of the victim or suspect.
- (l) Calls involving members should be handled consistent with the requirements of this policy and in the same manner as calls that do not involve a member. Officers responding to a call should notify a supervisor as soon as reasonably practicable. Supervisors should report to the scene, as necessary, and ensure that the Chief of Police is notified of the incident.

311.4.1 IF A SUSPECT IS ARRESTED

If a suspect is arrested, officers should:

- (a) Advise the victim that there is no guarantee the suspect will remain in custody.
- (b) Provide the victim's contact information to include phone numbers to the jail staff to enable notification of the victim upon the suspect's release from jail.
- (c) Advise the victim whether any type of court order will be in effect when the suspect is released from jail.

311.4.2 IF NO ARREST IS MADE

If no arrest is made, the officer should:

- (a) Advise the parties of any options, including but not limited to:
 1. Voluntary separation of the parties.
 2. Appropriate resource referrals (e.g., counselors, friends, relatives, shelter homes, victim witness assistance).
- (b) Document the resolution in a report.

311.5 VICTIM ASSISTANCE

Because victims may be traumatized or confused, officers should be aware that a victim's behavior and actions may be affected.

- (a) Victims shall be provided with the department's domestic violence information and the victims' rights information handouts, even if the incident may not rise to the level of a crime (I.C. § 35-33-1-1.5).
- (b) Victims should also be alerted to any available victim advocates, shelters and community resources.
- (c) When an involved person requests law enforcement assistance while removing essential items of personal property, officers shall stand by for a reasonable amount of time (I.C. § 35-33-1-1.5).

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- (d) If the victim has sustained injury or complains of pain, officers should seek medical assistance for the victim as soon as practicable.
- (e) Officers should ask the victim whether he/she has a safe place to stay and assist in arranging transportation to an alternate shelter or other designated place of safety if the victim either expresses a concern for his/her safety or if the officer determines that a need exists (I.C. § 35-33-1-1.5).
- (f) Officers should make reasonable efforts to ensure that any children or dependent adults who are under the supervision of the suspect or victim are being properly cared for.
- (g) If appropriate, officers should seek or assist the victim in obtaining an emergency order.
- (h) All reasonable steps to prevent further violence should be taken whether or not listed above (I.C. § 35-33-1-1.5).

311.6 FOREIGN COURT ORDERS

Various types of orders may be issued in domestic or family violence cases. Any foreign court order properly issued by a court of another state, Indian tribe or territory shall be enforced by officers as if it were the order of a court in this state. An order should be considered properly issued when it reasonably appears that the issuing court has jurisdiction over the parties and reasonable notice and opportunity to respond was given to the party against whom the order was issued (18 USC § 2265; I.C. § 34-26-5-17). An otherwise valid out-of-state court order shall be enforced, regardless of whether the order has been properly registered with this state, except for certain mutual protection orders.

A certified copy of an order for protection is not required for enforcement nor is a paper copy if the order is retrievable from a database in a perceivable form. If a foreign court order is not presented, an investigating officer may consider other information to determine under a totality of the circumstances whether there is probable cause to believe that a valid foreign court order exists (I.C. § 34-26-5-17).

If an investigating officer determines that an otherwise valid foreign court order cannot be enforced because the subject of the order has not been notified or served with the order, the officer shall (I.C. § 34-26-5-17):

- (a) Inform the subject of the order.
- (b) Serve the order on the subject of the order.
- (c) Ensure that the order and service of the order are entered into the state depository.
- (d) Allow the subject of the order a reasonable opportunity to comply with the order before enforcing the order.
- (e) Ensure the safety of the protected person while giving the subject of the order the opportunity to comply with the order.

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311.7 VERIFICATION OF COURT ORDERS

Determining the validity of a court order, particularly an order from another jurisdiction, can be challenging. Therefore, in determining whether there is probable cause to make an arrest for a violation of any court order, officers should carefully review the actual order when available, and, where appropriate and practicable:

- (a) Ask the subject of the order about his/her notice or receipt of the order, knowledge of its terms and efforts to respond to the order.
- (b) Check available records or databases that may show the status or conditions of the order. (INCITE)
- (c) Contact the issuing court to verify the validity of the order.
- (d) Contact a law enforcement official from the jurisdiction where the order was issued to verify information.

Officers should document in an appropriate report their efforts to verify the validity of an order, regardless of whether an arrest is made. Officers should contact a supervisor for clarification when needed.

311.8 STANDARDS FOR ARRESTS

Officers investigating a domestic or family violence report should consider the following:

- (a) An officer investigating a crime involving domestic or family violence should make an arrest of a suspect when lawful to do so (unless a supervisor grants an exception) (I.C. § 35-33-1-1.5).
- (b) A person arrested for an offense or attempted offense involving the use of force or threatened use of a deadly weapon committed against a current or former spouse, parent, guardian, person with whom the person shared a child in common or cohabitant shall be kept in custody for at least eight hours from the time of the arrest even if the person provides bail pursuant to I.C. § 35-33-1-1.7 (I.C. § 35-31.5-2-78).
- (c) An officer may arrest a person for the following offenses upon probable cause even if the offense did not rise to the level of a felony or was not committed in the officer's presence (I.C. § 35-33-1-1):
 1. Domestic battery
 2. Interference with reporting of a crime
 3. Preventing the reporting of a crime involving domestic or family violence

311.9 ORDERS REQUIRED TO BE ENTERED INTO IDACS

The Administrative Assistant or other person designated by the Chief of Police shall serve as the Indiana Data and Communications System (IDACS) coordinator for the Department. The Administrative Assistant shall ensure a depository of protective orders is appropriately administered pursuant to I.C. § 5-2-9-5 et seq. and that court orders are entered into IDACS pursuant to I.C. § 34-26-5-18 (I.C. § 5-2-9-1.2).

Search and Seizure

312.1 PURPOSE AND SCOPE

Both the federal and state constitutions provide every individual with the right to be free from unreasonable searches and seizures. This policy provides general guidelines for Goshen Police Department personnel to consider when dealing with search and seizure issues.

312.2 POLICY

It is the policy of the Goshen Police Department to respect the fundamental privacy rights of individuals. Members of this department will conduct searches in strict observance of the constitutional rights of persons being searched. All seizures by this department will comply with relevant federal and state law governing the seizure of persons and property.

The Department will provide relevant and current training to officers as guidance for the application of current law, local community standards and prosecutorial considerations regarding specific search and seizure situations, as appropriate.

312.3 SEARCHES AND INVENTORIES

The U.S. Constitution generally provides that a valid warrant is required in order for a search to be valid. There are, however, several exceptions to the rule that permit a warrantless search.

Examples of law enforcement activities that are exceptions to the general warrant requirement include, but are not limited to, searches pursuant to the following:

- Valid consent
- Incident to a lawful arrest
- Legitimate community caretaking interests
- Vehicle searches under certain circumstances
- Exigent circumstances

Certain other activities are recognized by federal and state courts and by certain statutes as legitimate law enforcement activities that ~~also do~~ may not require a warrant. Such activities may include seizure and examination of abandoned property and observations of activities and property located on open public areas.

Further exceptions may include:

- [Pat-down weapons search \(i.e., stop and frisk\)](#)
- [Crime scenes \(i.e., protective sweep\)](#)
- [Inventories of property per the Vehicle Towing Policy and the Custodial Searches Policy.](#)
- [Plain view](#)

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Search and Seizure

- [Emergency aid](#)

Because case law regarding search and seizure is constantly changing and subject to interpretation by the courts, each member of this department is expected to act in each situation according to current training and ~~his/her~~ [member's](#) familiarity with clearly established rights as determined by case law.

Whenever practicable, officers are encouraged to contact a supervisor to resolve questions regarding search and seizure issues prior to electing a course of action.

312.4 SEARCH PROTOCOL CRITERIA

Although conditions will vary and officer safety and other exigencies must be considered in every search situation, the following guidelines should be followed whenever circumstances permit:

- (a) Members of this department will strive to conduct searches with dignity and courtesy.
- (b) Officers should explain to the person being searched the reason for the search and how the search will be conducted.
- (c) Searches should be carried out with due regard and respect for private property interests and in a manner that minimizes damage. Property should be left in a condition as close as reasonably possible to its pre-search condition.
- (d) In order to minimize the need for forcible entry, an attempt should be made to obtain keys, combinations or access codes when a search of locked property is anticipated.
- (e) Whenever practicable, a search should not be conducted by a lone officer. A cover officer should be positioned to ensure safety and should not be involved in the search.
- (f) When the person to be searched is of the opposite sex as the searching officer, a reasonable effort should be made to summon an officer of the same sex as the subject to conduct the search. When it is not practicable to summon an officer of the same sex as the subject, the following guidelines should be followed:
 1. Another officer or a supervisor should witness the search.
 2. The officer should not search areas of the body covered by tight-fitting clothing, sheer clothing or clothing that could not reasonably conceal a weapon.

312.5 DOCUMENTATION OF CRITERIA

Officers are responsible for documenting any search and for ensuring that any required reports are sufficient including, at minimum, documentation of the following:

- Reason for the search
- Any efforts used to minimize the intrusiveness of any search (e.g., asking for consent or keys)
- What, if any, injuries or damage occurred
- All steps taken to secure property
- The results of the search including a description of any property or contraband seized

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Search and Seizure

- If the person searched is the opposite sex, any efforts to summon an officer of the same sex as the person being searched and the identification of any witness officer

Supervisors shall review reports to ensure the reports are accurate, that actions are properly documented and that current legal requirements and department policy have been met.

Medical Aid and Response

427.1 PURPOSE AND SCOPE

Best Practice

This policy recognizes that members often encounter persons in need of medical aid and establishes a law enforcement response to such situations.

427.2 POLICY

Best Practice

It is the policy of the Goshen Police Department that all officers and other designated members be trained to provide emergency medical aid and to facilitate an emergency medical response.

427.3 FIRST RESPONDING MEMBER RESPONSIBILITIES

Best Practice

Whenever practicable, members should take appropriate steps to provide initial medical aid (e.g., first aid, CPR, use of an AED) in accordance with their training and current certification levels. This should be done for those in need of immediate care and only when the member can safely do so.

Prior to initiating medical aid, the member should contact Elkhart County 911 Center and request response by emergency medical services (EMS) as the member deems appropriate.

Members should follow universal precautions when providing medical aid, such as wearing gloves and avoiding contact with bodily fluids, consistent with the Communicable Diseases Policy. Members should use a barrier or bag device to perform rescue breathing.

When requesting EMS, the member should provide Elkhart County 911 Center with information for relay to EMS personnel in order to enable an appropriate response including:

- (a) The location where EMS is needed.
- (b) The nature of the incident.
- (c) Any known scene hazards.
- (d) Information on the person in need of EMS, such as:
 1. Signs and symptoms as observed by the member.
 2. Changes in apparent condition.
 3. Number of patients, sex, and age, if known.
 4. Whether the person is conscious, breathing, and alert, or is believed to have consumed drugs or alcohol.
 5. Whether the person is showing signs of **extreme agitation or is engaging in violent irrational behavior accompanied by profuse sweating, extraordinary strength beyond their physical characteristics, and imperviousness to pain.**

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Members should stabilize the scene whenever practicable while awaiting the arrival of EMS.

Members should not direct EMS personnel whether to transport the person for treatment.

427.4 TRANSPORTING ILL AND INJURED PERSONS

Best Practice **MODIFIED**

Except in exceptional cases where alternatives are not reasonably available, members should not transport persons who are unconscious, who have serious injuries or who may be seriously ill. EMS personnel should be called to handle patient transportation.

Officers should search any person who is in custody before releasing that person to EMS for transport.

An officer should accompany any person in custody during transport in an ambulance when it reasonably appears necessary to provide security, when it is necessary for investigative purposes or when so directed by a supervisor.

Members should not provide emergency escort for medical transport or civilian vehicles.

427.5 PERSONS REFUSING EMS CARE

Best Practice

If a person who is not in custody refuses EMS care or refuses to be transported to a medical facility, an officer shall not force that person to receive medical care or be transported.

However, members may assist EMS personnel when EMS personnel determine the person lacks the mental capacity to understand the consequences of refusing medical care or to make an informed decision and the lack of immediate medical attention may result in serious bodily injury or the death of the person.

In cases where mental illness may be a factor, the officer should proceed with an involuntary commitment in accordance with the Involuntary Detentions Policy.

If an officer believes that a person who is in custody requires EMS care and the person refuses, he/she should encourage the person to receive medical treatment. The officer may also consider contacting a family member to help persuade the person to agree to treatment or who may be able to authorize treatment for the person.

If the person still refuses, the officer will require the person to be transported to the nearest medical facility. In such cases, the officer should consult with a supervisor prior to the transport.

Members shall not sign refusal-for-treatment forms or forms accepting financial responsibility for treatment.

427.6 SICK OR INJURED ARRESTEE

Best Practice

If an arrestee appears ill or injured, or claims illness or injury, he/she should be medically cleared prior to booking. If the officer has reason to believe the arrestee is feigning injury or illness, the

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officer should contact a supervisor, who will determine whether medical clearance will be obtained prior to booking.

If the jail or detention facility refuses to accept custody of an arrestee based on medical screening, the officer should note the name of the facility person refusing to accept custody and the reason for refusal, and should notify a supervisor to determine the appropriate action.

Arrestees who appear to have a serious medical issue should be transported by ambulance. Officers shall not transport an arrestee to a hospital without a supervisor's approval.

Nothing in this section should delay an officer from requesting EMS when an arrestee reasonably appears to be exhibiting symptoms that appear to be life threatening, including breathing problems or an altered level of consciousness, or is claiming an illness or injury that reasonably warrants an EMS response in accordance with the officer's training.

427.7 MEDICAL ATTENTION RELATED TO USE OF FORCE

Best Practice

Specific guidelines for medical attention for injuries sustained from a use of force may be found in the Use of Force, Handcuffing and Restraints, Control Devices and Conducted Energy Device policies.

427.8 AIR AMBULANCE

Best Practice **MODIFIED**

Generally, when on-scene, EMS personnel will be responsible for determining whether an air ambulance response should be requested. An air ambulance may be appropriate when there are victims with life-threatening injuries or who require specialized treatment (e.g., gunshot wounds, burns, obstetrical cases), and distance or delays will affect the EMS response.

Headlights, spotlights and flashlights should not be aimed upward at the air ambulance. Members should direct vehicle and pedestrian traffic away from the landing zone.

Members shall follow these cautions when near an air ambulance:

- Never approach the aircraft until signaled by the flight crew.
- Always approach the aircraft from the front.
- Avoid the aircraft's tail rotor area.
- Wear eye protection during the landing and take-off.
- Do not carry or hold items, such as IV bags, above the head.
- Ensure that no one smokes near the aircraft.

427.9 AUTOMATED EXTERNAL DEFIBRILLATOR (AED) USE

Discretionary

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427.9.1 AED USER RESPONSIBILITY

Discretionary

Members who are issued AEDs for use in department vehicles should check the AED at the beginning of the shift to ensure it is properly charged and functioning. Any AED that is not functioning properly will be taken out of service and given to the Training Lieutenant who is responsible for ensuring appropriate maintenance.

Following use of an AED, the device shall be cleaned and/or decontaminated as required. The electrodes and/or pads shall be replaced as recommended by the AED manufacturer.

Any member who uses an AED should contact Elkhart County 911 Center as soon as possible and request response by EMS.

427.9.1 AED TRAINING AND MAINTENANCE

Best Practice

The Training Lieutenant should ensure appropriate training is provided to members authorized to use an AED.

The Training Lieutenant is responsible for ensuring AED devices are appropriately maintained and will retain records of all maintenance in accordance with the established records retention schedule.

427.9.2 AED REPORTING

Discretionary

Any member using an AED will complete an incident report detailing its use.

427.10 ADMINISTRATION OF OPIOID OVERDOSE MEDICATION

State

An officer who has received training may administer opioid overdose medication in accordance with standards established by the Indiana Emergency Medical Services Commission (I.C. § 16-31-3-23.5).

427.10.1 OPIOID OVERDOSE MEDICATION USER RESPONSIBILITIES

Best Practice

Members who are qualified to administer opioid overdose medication, such as naloxone, should handle, store, and administer the medication consistent with their training. Members should check the medication and associated administration equipment at the beginning of their shift to ensure they are serviceable and not expired. Any expired medication or unserviceable administration equipment should be removed from service and given to the Training Lieutenant.

Any member who administers an opioid overdose medication should contact Elkhart County 911 Center as soon as possible and request response by EMS.

427.10.2 OPIOID OVERDOSE MEDICATION REPORTING

State

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Any member administering opioid overdose medication should detail its use in an appropriate report.

Members administering the medication should report the use to the local ambulance service provider responsible for reporting to the state health commissioner (I.C. § 16-31-3-23.7).

427.10.3 OPIOID OVERDOSE MEDICATION TRAINING

State

The Training Lieutenant should ensure training is provided to members authorized to administer opioid overdose medication that meets the standards established by law (I.C. § 16-31-3-23.5).

427.11 FIRST AID TRAINING

Best Practice

Subject to available resources, the Training Lieutenant should ensure officers receive periodic first aid training appropriate for their position.

Traffic

500.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for improving public safety through education and enforcement of traffic-related laws.

500.2 POLICY

It is the policy of the Goshen Police Department to educate the public on traffic-related issues and to enforce traffic laws. The efforts of the Department will be driven by such factors as the location and/or number of traffic accidents based on citizen complaints, traffic volume, traffic conditions and other traffic-related needs. The ultimate goal of traffic law enforcement and education is to increase public safety.

500.3 DEPLOYMENT

Enforcement efforts may include such techniques as geographic/temporal assignment of department members and equipment, the establishment of preventive patrols to deal with specific categories of unlawful driving and a variety of educational activities. These activities should incorporate methods that are suitable to the situation; timed to events, seasons, past traffic problems or locations; and, whenever practicable, preceded by enforcement activities.

Several factors will be considered in the development of deployment schedules for department members. State and local data on traffic accidents are a valuable resource. Factors for analysis include, but are not limited to, the following:

- Location
- Time
- Day
- Violation factors
- Requests from the public
- Construction zones
- School zones
- Special events

Department members assigned to uniformed patrol or traffic enforcement functions will emphasize the enforcement of violations that contribute to traffic accidents, and also will consider the hours and locations where traffic accidents tend to occur. Members will take directed enforcement action on request, and random enforcement action when appropriate. Members shall maintain high visibility while working general enforcement, especially in areas where traffic accidents frequently occur.

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Traffic

500.3.1 TRAFFIC CONTROL PROCEDURES

The Patrol Division Chief will develop procedures and training for traffic direction and control, to include:

- (a) Circumstances warranting traffic direction and control (e.g., traffic collisions, roadway hazards)
- (b) Uniform practices or other considerations for routing or re-directing vehicular traffic at or between intersections or away from hazards
- (c) Uniform hand gestures for manual traffic direction
- (d) Use of reflective clothing or vests while directing traffic
- (e) Procedures for manual operation of traffic control devices
- (f) Procedures for use of temporary traffic control devices

500.4 ENFORCEMENT

Traffic enforcement will be consistent with applicable laws and take into account the degree and severity of the violation committed. This department does not establish ticket quotas. The number of arrests or summons issued by any member shall not be used as the sole criterion for evaluating member overall performance.

Several methods are effective in the reduction of traffic accidents including but not limited to:

500.4.1 WARNINGS

Warnings are a non-punitive option that may be considered by the member when circumstances warrant, such as when a minor violation was inadvertent.

500.4.2 TRAFFIC INFORMATION AND SUMMONS

Traffic information and summons should be issued when a member believes it is appropriate. When issuing a summons for a traffic violation, it is essential that the rights and requirements imposed on motorists be fully explained. At a minimum, motorists should be provided with (I.C. § 9-30-3-6):

- (a) An explanation of the violation or charge.
- (b) The court appearance procedure, including the optional or mandatory appearance by the motorist.
- (c) A notice of whether the motorist can enter a plea and pay the fine by mail or at the court.

[See attachment: Instructions for Infraction and Ordinance Violations](#)

500.4.3 PHYSICAL ARREST

Physical arrest can be made on a number of criminal traffic offenses. These cases usually deal with, but are not limited to:

- (a) Accidents resulting in death (I.C. § 9-26-1-1.1).
- (b) Felony or misdemeanor hit-and-run (I.C. § 9-26-1-1.1).

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- (c) Felony and misdemeanor driving under the influence of alcohol or drugs (I.C. § 9-30-5-1 et seq.).
- (d) Refusal to sign a notice to appear (I.C. § 9-30-2-4).

500.4.4 SPECIAL CONSIDERATIONS

A non-resident violator should be handled consistent with any other traffic violator.

A government official (e.g., state or federal legislator) may be immune from arrest while going to, returning from, and attending sessions of the official's respective house, but the official is subject to traffic laws and may be issued a citation at the officer's discretion.

Military personnel who have committed a traffic violation should be handled consistent with any other traffic violator, with the exception of an expired driver's license due to active-duty service.

A driver who shows signs of diminished driving ability may be referred for reexamination. Requests for reexamination should be submitted in accordance with Bureau of Motor Vehicles guidelines.

500.5 SUSPENDED OR REVOKED LICENSES

If an officer contacts a traffic violator who is also driving on a suspended or revoked license, the officer should issue a traffic information and summons or make an arrest as appropriate (I.C. § 9-24-19-1; I.C. § 9-24-19-2; I.C. § 9-24-19-3).

500.6 HIGH-VISIBILITY VESTS

The Department has provided American National Standards Institute (ANSI) Class II high-visibility vests to increase the visibility of department members, who may be exposed to hazards presented by passing traffic or will be maneuvering or operating vehicles, machinery and equipment (23 CFR 655.601; I.C. § 22-8-1.1-2).

500.6.1 REQUIRED USE

Except when working in a potentially adversarial or confrontational role, such as during vehicle stops, high-visibility vests should be worn when increased visibility would improve the safety of the department member or when the member will be exposed to the hazards of passing traffic, maneuvering or operating vehicles, machinery and equipment (I.C. § 22-8-1.1-2).

Examples of when high-visibility vests should be worn include traffic control duties, traffic accident investigations, lane closures and disaster scenes.

When emergency conditions preclude the immediate donning of the vest, members should retrieve and wear the vest as soon as conditions reasonably permit.

Use of the vests shall also be mandatory when directed by a supervisor.

500.6.2 CARE AND STORAGE

High-visibility vests shall be maintained in the trunk of each patrol and investigation vehicle.

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A supply of high-visibility vests will be maintained and made available for replacement of damaged or unserviceable vests. The Training Lieutenant should be promptly notified whenever the supply of vests needs replenishing.

Attachments

CITY COURT INSTRUCTIONS INF AND ORD VIOLATIONS.pdf

GOSHEN CITY COURT
CITY POLICE & COURT BUILDING
111 E. JEFFERSON STREET, Suite 2
Goshen, Indiana 46528
(574) 533-9365

INFRACTION AND ORDINANCE VIOLATION TICKETS ONLY

1. To **ADMIT** to the charge or plead **NO CONTEST**: You may pay ONLINE at mycase.in.gov OR you may pay in person at Goshen City Court with CASH or MONEY ORDER. No checks will be accepted. Clerk's Office hours are **Monday -Friday, 8:00 a.m. - 4:00 p.m.** You may also mail in a MONEY ORDER or CASHIER'S CHECK with the WAIVER (below) to GOSHEN CITY COURT (or use the Drop Box located inside the front door.) **DO NOT MAIL CASH or put cash in the Drop Box.**
2. **TO DENY** the charge, you must appear at City Court on the date designated at the bottom of your Ticket to speak with the Deputy Prosecuting Attorney (Infractions) or City Attorney (Ordinance). If an agreement is not reached, a Trial date will be assigned and your case will go before the Judge. If your case is set for a Trial and you **Fail To Appear at your Trial**, a Judgment may be entered against you in your absence.
3. If you **FAIL TO PAY YOUR TICKET** or **FAIL TO APPEAR FOR TRAFFIC COURT** on the date designated on your ticket, **YOUR DRIVER'S LICENSE WILL BE SUSPENDED** until you appear and/or pay the fines and court costs.

THE INDIANA BUREAU OF MOTOR VEHICLES may **ACCESS POINTS** against your license if you **ADMIT**, Plead **NO CONTEST**, or are **FOUND IN VIOLATION** of an Infraction or Ordinance ticket. The Indiana Bureau of Motor Vehicles may also **SUSPEND YOUR LICENSE** if you accumulate enough points in a designated period of time. To determine your driver's license and/or accumulated points status, contact the **BMV** by telephone or online at <https://in.gov/bmv/index.htm>. *The Court staff will NOT have this information.*

TO FIND THE AMOUNT OF YOUR TICKET: You may check online at mycase.in.gov or call Goshen City Court Clerk's Office at (574) 533-9365.

If you have not received a ticket within the last 12 months, you may be eligible for the Infraction DEFERRAL Program. This program is through the Elkhart County Prosecutor's Office. To learn more about this program, you will need to contact them at 574-296-1888.

WAIVER

If you choose to **ADMIT** or plead **NO CONTEST** to the Infraction or Ordinance Violation issued against you, it is not mandatory for you to appear in Court. You may complete this WAIVER and submit it with your payment:

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE REVIEWED MY INFRACTION/ORDINANCE VIOLATION RIGHTS (on the reverse side) AND I UNDERSTAND THAT A JUDGMENT ENTERED AGAINST ME WILL BECOME A PART OF MY DRIVING RECORD. I HEREBY ENTER MY APPEARANCE ON THE CHARGE(S) CONTAINED IN THE UNIFORM TRAFFIC CITATION. I WAIVE MY INITIAL HEARING AND ANSWER THE CHARGE(S) AS FOLLOWS:

___ **ADMIT:** I ADMIT TO THE CHARGE(S) AND ENCLOSE A MONEY ORDER IN THE AMOUNT OF \$ _____.

___ **NO CONTEST:** I plead **NO CONTEST**. I consent to the entry of Judgment against me without admitting to the violation. I HAVE ENCLOSED A MONEY ORDER IN THE AMOUNT OF \$ _____.

****TO RECEIVE A RECEIPT FOR THIS PAYMENT, PLEASE ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH YOUR PAYMENT****

TICKET # _____ DATE: _____ X _____

Signature

TELEPHONE NUMBER: (_____) _____

(ADDRESS)

EXPLANATION OF RIGHTS FOR INFRACTION AND ORDINANCE VIOLATIONS

1. You have been charged with an infraction or ordinance violation. You are presumed to have not committed the violation unless you admit to the violation or until the State of Indiana or the City Prosecutor proves by a preponderance of the evidence that you committed the violation.
2. You have the right to ADMIT or DENY the violation or to plead NO CONTEST.
3. You have the right to the assistance of counsel during a proceeding involving an Infraction or Ordinance Violation and you may retain an attorney at your own expense to represent you.
4. You have the right to call witnesses on your behalf.
5. You have the right to confront and cross-examine any witness who testifies against you.
6. You have the right to a Bench Trial with the Judge hearing the evidence and deciding the case, or you can have a Trial by Jury. If you request a Jury Trial, you must do so provided under the Indiana Rules of Trial Procedure.
7. You have the right to appeal any decision of this Court.
8. If you are found to have committed a traffic violation, that violation will be reported to the Indiana Bureau of Motor Vehicles and become part of your permanent driving record. The Bureau will assess certain points against your driving record and, if you accumulate enough points in a given period of time, your license can be suspended by the BMV.
9. If you admit to the Infraction or Ordinance Violation, you are admitting the truth of all material facts alleged in the charge, and the court shall proceed with judgment of conviction and assess fine and costs. Further, you will be waiving the rights explained above.

EXPLICACION DE LOS DERECHOS POR INFRACCIONES Y VIOLACIONES DE ORDENANZAS

1. A usted se le ha formulado un cargo por una infracción o violación de una ordenanza. Se presume que usted no ha cometido la violación a menos que usted admita la violación o hasta que el Estado de Indiana o el Fiscal de la Ciudad haya probado, por preponderancia de la evidencia que usted cometió la violación.
2. Usted tiene el derecho de admitir o negar la violación o alegar no disputado.
3. Usted tiene el derecho a recibir la asistencia de un abogado durante un procedimiento que involucre una infracción o violación de la ordenanza y usted puede retener un abogado pagado por usted para que le represente.
4. Usted tiene el derecho a citar a testigos de su parte.
5. Usted tiene el derecho de carear y contra interrogar a cualquier testigo que testifique en su contra.
6. Usted tiene el derecho a tener un juicio ante el Juez y que el Juez escuche la evidencia y decida el caso o usted puede tener un juicio ante un jurado. Si usted quiere solicitar un juicio ante un jurado, usted debe hacerlo conforme a las Reglas de Indiana con respecto al Procedimiento de Juicio.
7. Usted tiene el derecho de apelar cualquier decisión que tome este Juez.
8. Si se ha determinado que usted ha cometido una violación de tránsito, la violación será reportada a la Agencia de Vehículos de Motor y permanecerá como parte de su record de manejo y, si usted acumula suficientes puntos dentro de un periodo determinado de tiempo, la Agencia podría suspender su licencia.
9. Si usted admite la infracción o la violación de la ordenanza, usted está admitiendo la verdad de todos los hechos materiales que se alegan en el cargo, y el Juez podrá proceder con fallo de convicción e imponer multas y costos. Además, usted estaría renunciando a los derechos explicados anteriormente.

Traffic^[KH1] Procedures

506.1 PURPOSE AND SCOPE

Best Practice

The purpose of this procedure is to provide members guidance in the use of department-approved traffic management methods

506.1.1 DEFINITIONS

Best Practice

Definitions related to this procedure include:

High-risk traffic stop – A traffic stop that is conducted under circumstances in which the officer is or becomes aware that any occupant poses a serious safety risk (e.g., the vehicle may contain an occupant who is known to be armed and dangerous).

Unknown risk traffic stop – A traffic stop that is conducted under circumstances in which the officer is not previously aware of a threat to the officer's safety posed by the vehicle's occupants (e.g., the vehicle is stopped for a traffic violation only).

506.2 TRAFFIC STOPS

Best Practice

506.2.1 UNKNOWN RISK TRAFFIC STOPS

Best Practice

While every unknown-risk traffic stop is based on a unique set of circumstances which must be taken into account and may warrant reasonable deviation from the list below, general guidelines for conducting an unknown risk traffic stop include:

- (a) The officer should consider existing conditions including but not limited to road design and conditions, weather, lighting, and current traffic flow, to establish a safe environment for the traffic stop.
- (b) The officer should use the patrol vehicle's emergency lighting and other equipment, if necessary, to initiate the stop. Upon stopping, the patrol vehicle should be positioned in a way that affords protection to the officer and to the violator's vehicle during the stop.
- (c) Generally, the violator should be directed to pull to the far-right side of the roadway to stop. However, the officer should be prepared to deal with other situations.
- (d) Upon initiating a traffic stop, the officer should notify the communications operator of the location of the stop and the vehicle's registration state and number. The officer should not approach the violator's vehicle until the communications operator has acknowledged the message.

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- (e) The officer should approach with caution and take a position that allows effective communication with the driver, a view of any other occupant, and an avenue of tactical retreat if necessary.
- (f) Upon contacting the violator, the officer should remain courteous and professional, providing the violator with verbal identification and the reason for the stop. The officer should request the motorist's documentation.
- (g) The officer should provide the violator with information as to how to respond to the chosen enforcement action, if applicable.
- (h) The officer should end the contact once appropriate law enforcement action has been taken and there is no articulable reasonable suspicion that the occupants have committed, are committing, or are about to commit a further crime or offense.
- (i) The officer should assist the violator in pulling safely back into traffic.

506.2.2 HIGH-RISK TRAFFIC STOPS

Best Practice

While every high-risk traffic stop is based on a unique set of circumstances which must be taken into account and may warrant reasonable deviation from the list below, general guidelines for conducting a high-risk traffic stop include:

- (a) When planning a high-risk traffic stop, the officer shall notify the communications operator and describe the nature or reason for the stop. The officer shall provide the communications operator with relevant information (e.g., vehicle description, registration number and state, number of occupants, location and direction of travel) and request adequate assistance to conduct the stop.
- (b) An officer should not individually initiate a high-risk traffic stop unless backup officers are not available in an appropriate amount of time or the urgency of the situation demands immediate action.
- (c) After selecting an appropriate location for the stop and with adequate backup officers in position, the officer should signal the suspect to stop.
- (d) Officers should position their vehicles at a distance behind the suspect vehicle that provides opportunities for cover. In low-light situations, positioning should allow for illumination of the suspect vehicle's interior.
- (e) The officer initiating the stop, or the officer with the best view, should issue verbal commands through the vehicle's public address system, if available. Only one officer should issue commands to the suspect vehicle's occupants.
- (f) Once the suspect vehicle has stopped, officers should exit their vehicles quickly and assume positions of cover.
- (g) Commands should be announced to the suspect vehicle operator to:
 - 1. Lower the window
 - 2. Remove ignition keys with the vehicle operator's left hand
 - 3. Drop the keys on the ground

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4. Open the door from the outside
 5. Step out of the vehicle
 6. Turn completely around
 7. Face away from the officers
 8. Walk backward until commanded to stop and lie face down on the ground with hands stretched far to the sides
- (h) Using contact and cover, officers should handcuff, search, and secure the suspect. Other occupants should be similarly and separately commanded until all are handcuffed, searched, and secured.
- (i) With appropriate cover, officers should approach and inspect the suspect vehicle for additional occupants and/or threats before declaring the scene secure.

506.3 TRAFFIC DIRECTION AND CONTROL

Best Practice

506.3.1 MANUAL TRAFFIC DIRECTION

Best Practice

High-visibility vest should be worn in accordance with the Traffic Policy.

Department members assigned or authorized to control traffic should use the following uniform hand gestures to perform manual traffic direction:

- (a) **Stopping traffic:** The member should extend the arm and index finger toward and look directly at the driver to be stopped until that driver is or appears to be aware of the member's gesture. The member should then raise the pointing hand at the wrist so that the palm is toward the person to be stopped, and hold the palm in this position until the person stops. To stop traffic from both directions, the member should repeat the procedure for traffic coming from the other direction and continue to maintain the raised arm and palm toward the previously stopped traffic.
- (b) **Starting traffic:** The member should stand with the member's shoulder and side toward the traffic to be started, extend the arm and index finger toward, and look directly at the driver to be started until that driver is or appears to be aware of the member's gesture. The member should then swing the pointing arm, with palm up, from the elbow through a vertical semicircle until the hand is adjacent to the chin. If necessary, the member should repeat until traffic begins to move. To start traffic from both directions, the member should repeat the procedure for traffic coming from the other direction.
- (c) **Right or left turn:** The member's extended arm, index finger, and gaze should first be directed toward the driver. The member should then swing the extended arm and index finger in the direction of the driver's intended turn.
- (d) **Use of flashlight:** A flashlight may be used to stop traffic. To stop traffic, the member should slowly swing the beam of light across the path of oncoming traffic. The beam should strike the pavement as an elongated spot of light. After the driver has

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stopped, the member should use hand gestures with the vehicle headlights to provide illumination.

The member should stop all traffic and address the dangerous condition with all traffic stopped.

506.3.2 ACCIDENT SCENES

Best Practice

Members should refer to the Traffic Accidents Policy for additional guidance.

Additional guidelines should include as appropriate:

- (a) If a traffic accident results in traffic congestion, a member may request additional assistance, if available, to help with traffic control. Incidents occurring during heavy traffic periods on major streets resulting from a traffic accident and/or adverse road and weather conditions may also require the use or operation of temporary traffic control devices (e.g., barriers, cones, flares, traffic signals).
 - 1. Members should use uniform hand gestures for manual traffic direction to assist in the efficient and safe movement of vehicle and pedestrian traffic.
 - 2. Members should coordinate traffic direction with other members at the scene, if appropriate.
- (b) Traffic may be stopped, rerouted, or restricted as necessary to ensure the safety of members, victims, and uninvolved motorists.

506.3.3 CRITICAL INCIDENT SCENES

Best Practice

- (a) Members providing traffic direction and control at critical incident scenes (e.g., fires, utility emergencies) should prevent unauthorized vehicles and pedestrians from entering the area and provide a safe arrival route for emergency vehicles.
- (b) The Department should coordinate its efforts with other emergency service agencies at fires, utility emergencies, or other scenes to provide crowd control and adequate safety measures for vehicle and pedestrian traffic.
- (c) Members should use temporary traffic control devices as necessary and should manually direct and control the flow of all traffic in accordance with this policy.
- (d) Members should contact a supervisor if additional assistance is needed at a location for any reason.

506.3.4 HAZARDOUS ROAD CONDITIONS

Best Practice

Hazardous road conditions due to weather, road damage, or other emergencies should be addressed as soon as practicable.

- (a) A member who locates or is assigned to investigate a hazardous road condition should use temporary traffic control devices if necessary to identify the hazard to the public, isolate it, and limit the public's ability to come into contact with or access the area.

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- (b) A member who locates or is assigned to investigate a hazardous condition should assess the condition and request through Elkhart County 911 Center that notifications be made to appropriate authorities responsible for correcting the hazard. The communications operator should document the condition and all notifications that are made.
- (c) If a member needs assistance with isolating a hazard, the member may request additional members to the location.
- (d) If there are any questions regarding the proper isolation of a roadway hazard, members should contact their supervisor.
 - 1. Members should reference applicable Indiana Department of Transportation guidelines for setting up safe work zones (e.g., construction, traffic, maintenance, utility operations), if necessary.
 - 2. Members should only use road flares when there is no risk of fire or explosion. Road flares should not be left unattended while burning. Any remnants left after a flare has been exhausted and allowed time to cool should be collected and disposed of properly.
- (e) A member should only clear from the location under one of the following circumstances:
 - 1. The hazardous condition has been corrected
 - 2. The member is relieved by an appropriate authority who will conduct the repair, and traffic direction and control services are no longer needed
 - 3. The member is properly relieved by another member
 - 4. When authorized by a supervisor

506.3.5 MANUAL OPERATION OF TRAFFIC CONTROL DEVICES

Best Practice

On occasion, members may have to manually operate traffic lights or set traffic lights to flash. Only authorized members should manually operate traffic control devices with the approval of a supervisor and for the following purposes:

- (a) To correct a traffic light malfunction
- (b) To facilitate movement at traffic accidents or other emergencies
- (c) To provide passage for a motorcade or funeral procession
- (d) To alleviate congestion, particularly during planned special events

506.3.6 TEMPORARY TRAFFIC CONTROL DEVICES

Best Practice

Temporary traffic control devices (e.g., cones, signs, barricades) should be deployed using the procedures set forth in the most recent edition of the National Manual on Uniform Traffic Control Devices (MUTCD).

Traffic Procedures

506.4 PURSUIT INTERVENTION PROCEDURES

Best Practice

Pursuit intervention tactics shall be used in accordance with the Use of Force and Vehicle Pursuits policies. Additional procedures are as follows:

- (a) Tire deflation devices
 1. The officer shall deploy the tire deflation device in accordance with manufacturer guidelines and training.
 2. The officer should notify the communications operator of the deployment results immediately after the pursued vehicle contacts or avoids the tire deflation device.
 3. The officer should immediately remove the device from the roadway after all involved vehicles pass the location and it is safe to do so.
 4. The officer should secure the tire deflation device in a department vehicle and conduct a thorough inspection of the tire deflation device when appropriate.
 5. Damaged tire deflation devices should be reported to the appropriate supervisor and replaced as soon as practicable.
- (b) Precision Immobilization Technique (PIT)
 1. Use of the PIT is restricted to those who have received training in its use.
 2. Those officers trained in the use of the PIT shall act in accordance with their training when implementing this tactic.
- (c) Roadblocks
 1. Officers should deploy a roadblock in a location that provides clear visibility to traffic in all directions.
 2. Officers should remove or detour uninvolved vehicles and/or persons from the area.
 3. Officers shall not use privately-owned vehicles in a roadblock.
 4. Officers shall not occupy any vehicle that is being used as part of a roadblock.
 5. Officers should activate available emergency lighting and flashers, and may use other means of increasing visibility (e.g., road flares).
 6. Emergency medical services (EMS) and fire department personnel should be notified of an established roadblock, as soon as practicable.

~~Confidential Sources (CS)~~ Informants

603.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the use of ~~confidential sources~~ informants and buy/expense funds.

603.1.1 DEFINITIONS

Definitions related to this policy include:

~~Confidential Source~~ – Buy/expense funds - Monies that are allocated to purchase services, and evidence, and gather information, which may include the purchase of contraband, and/or services in a prostitution investigation, or payment to an informant for information.

Informant - A person who covertly interacts with other individuals or suspects at the direction or request of, or by agreement with, the Goshen Police Department for law enforcement purposes. This also includes a person agreeing to supply information to the Goshen Police Department for a benefit (e.g., a quid pro quo in the form of a reduced criminal penalty, money).

603.2 POLICY

The Goshen Police Department recognizes the value of ~~confidential sources-~~ informants to law enforcement efforts and will strive to protect the integrity of the ~~confidential source-~~ informant process. It is the policy of this department that all funds related to ~~confidential sources-payments~~ will informant payments and expenditures relating to informants will be routinely ~~audited~~ reviewed and that payments to ~~confidential sources-~~ informants and expenditures relating to informants will be made according to the criteria outlined in this policy.

603.3 USE OF CONFIDENTIAL SOURCES

603.3.1 INITIAL APPROVAL

Before using an individual as a CS, an officer must receive approval from a member of the Proactive Investigative Team and his/her supervisor. The officer shall compile sufficient information through a background investigation and experience with the CS in order to determine the suitability of the individual, including age, maturity and risk of physical harm, as well as any indicators of his/her reliability and credibility.

Members of this department should not guarantee absolute safety or confidentiality to a CS.

603.3.2 JUVENILE CONFIDENTIAL SOURCES

The use of a CS under the age of 13 is prohibited.

In all cases, a juvenile 13 years of age or older may only be used as a CS with the written consent of each of the following:

- (a) The juvenile's parents or legal guardians
- (b) The juvenile's attorney, if any

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- (c) The court in which the juvenile's case is being handled, if applicable
- (d) The Chief of Police or the authorized designee

Decoy operations involving the purchase or receipt of tobacco, e-liquids, or electronic cigarettes by persons under 18 years of age require written parental permission (I.C. § 7.1-6-2-4).

603.3.3 CONFIDENTIAL SOURCE AGREEMENTS

All CS's are required to sign and abide by the provisions of the designated department confidential source agreement. The officer using the CS shall discuss each of the provisions of the agreement with the confidential source.

Details of the agreement are to be approved in writing by a member of the Proactive Investigative Team and/or supervisor before being finalized with the CS.

[See attachment: Confidential Source Information Form](#)

603.4 CONFIDENTIAL SOURCE INTEGRITY

To maintain the integrity of the CS process, the following must be adhered to:

- (a) The identity of a CS acting in a confidential capacity shall not be withheld from the Goshen Police Administration, Elkhart County Intelligence and Covert Enforcement Unit supervisor or their authorized designees.
 - 1. Identities of CS's acting in a confidential capacity shall otherwise be kept confidential.
- (b) Criminal activity by a CS shall not be condoned.
- (c) CS's shall be told they are not acting as police officers, employees or agents of the Goshen Police Department, and that they shall not represent themselves as such.
- (d) The relationship between department members and CS's shall always be ethical and professional.
 - 1. Members shall not become intimately involved with a CS.
 - 2. Social contact shall be avoided unless it is necessary to conduct an official investigation, and only with prior approval of the Proactive Investigations Team supervisor or after conferring with the Elkhart County Intelligence and Covert Enforcement Unit supervisor.
 - 3. Members shall neither solicit nor accept gratuities or engage in any private business transaction with a CS.
- (e) Officers shall not meet with a CS in a private place unless accompanied by at least one additional officer or with prior approval of the Proactive Team supervisor or the Elkhart County Intelligence and Covert Enforcement Unit supervisor.
 - 1. Officers may meet a CS alone in an occupied public place, such as a restaurant.
- (f) When contacting a CS for the purpose of making payments, officers shall arrange for the presence of another officer.

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- (g) In all instances when department funds are paid to a CS, a voucher shall be completed in advance, itemizing the expenses.
- (h) Since the decision rests with the appropriate prosecutor, officers shall not promise that the CS will receive any form of leniency or immunity from criminal prosecution.

603.4.1 UNSUITABLE CONFIDENTIAL SOURCES

The suitability of any confidential source should be considered before engaging him/her in any way in a covert or other investigative process. Members who become aware that a CS may be unsuitable will notify the supervisor, who will initiate a review to determine suitability. Until a determination has been made by a supervisor, the CS should not be used by any member. The supervisor shall determine whether the CS should be used by the Department and, if so, what conditions will be placed on his/her participation or any information the CS provides. The supervisor shall document the decision and conditions in file notes and mark the file "unsuitable" when appropriate.

Considerations for determining whether a CS is unsuitable include, but are not limited to, the following:

- (a) The CS has provided untruthful or unreliable information in the past.
- (b) The CS behaves in a way that may endanger the safety of an officer.
- (c) The CS reveals to suspects the identity of an officer or the existence of an investigation.
- (d) The CS appears to be using his/her affiliation with this department to further criminal objectives.
- (e) The CS creates officer-safety issues by providing information to multiple law enforcement agencies simultaneously, without prior notification and approval of each agency.
- (f) The CS engages in any other behavior that could jeopardize the safety of officers or the integrity of a criminal investigation.
- (g) The CS commits criminal acts subsequent to entering into a CS agreement.

603.5 INFORMANT FILES

CS files shall be utilized as a source of background information about the CS, to enable review and evaluation of information provided by the informant, and to minimize incidents that could be used to question the integrity of department members or the reliability of the CS.

CS files shall be maintained in a secure area within the Proactive Investigative Team Office and the Elkhart County Intelligence and Covert Enforcement Unit. The Elkhart County Intelligence and Covert Enforcement Unit supervisor, P.I.T., or the authorized designee shall be responsible for maintaining CS files. Access to the CS files shall be restricted to the Goshen Police Administration and the Elkhart County Intelligence and Covert Enforcement Unit supervisor or their authorized designees.

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The Assistant Chief should arrange for an audit using a representative sample of randomly selected CS files on a periodic basis, but no less than one time per year. If the Proactive Investigative Team or the Elkhart County Intelligence and Covert Enforcement Unit supervisor is replaced, the files will be audited before the new supervisor takes over management of the files. The purpose of the audit is to ensure compliance with file content and updating provisions of this policy. The audit should be conducted by a supervisor who does not have normal access to the CS files.

603.5.1 FILE SYSTEM PROCEDURE

A separate file shall be maintained on each CS and shall be coded with an assigned CS control number. A CS history that includes the following information shall be prepared for each file:

- (a) Name and aliases
- (b) Date of birth
- (c) Physical description: sex, race, height, weight, hair color, eye color, scars, tattoos or other distinguishing features
- (d) Photograph
- (e) Current home address and telephone numbers
- (f) Current employers, positions, addresses and telephone numbers
- (g) Vehicles owned and registration information
- (h) Places frequented
- (i) Briefs of information provided by the CS and his/her subsequent reliability
 1. If a CS is determined to be unsuitable, the CS's file is to be marked "unsuitable" and notations included detailing the issues that caused this classification.
- (j) Name of the officer initiating use of the CS
- (k) Signed CS agreement
- (l) Update on active or inactive status of CS

603.6 CONFIDENTIAL SOURCE PAYMENTS

No CS will be told in advance or given an exact amount or percentage for his/her service. The amount of funds to be paid to any CS will be evaluated against the following criteria:

- The extent of the CS's personal involvement in the case
- The significance, value or effect on crime
- The value of assets seized
- The quantity of the drugs or other contraband seized
- The CS's previous criminal activity
- The level of risk taken by the CS

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The Elkhart County Intelligence and Covert Enforcement Unit supervisor and/or Proactive Investigative Team supervisor will discuss the above factors with the Assistant Chief and recommend the type and level of payment, subject to approval by the Assistant Chief of Police.

603.6.1 PAYMENT/EXPENDITURE PROCESS

Approved payment to ~~a CS should be~~ an informant and expenditures in cash ~~using~~ shall adhere to the following process:

~~Payments of \$500 and under~~

(a) Buy/Expense funds:

1. The buy/expense funds shall account for cash received, maintained, and disbursed. A buy/expense funds ledger shall identify the initial balance, cash received, cash disbursed, cash balance on hand, and the date of transaction.
2. When buy/expense funds are returned, or not used in full, the same procedure for disbursing funds shall be used. Unused buy/expense funds shall be returned to the Elkhart County Intelligence and Covert Enforcement Unit supervisor. The buy/expense funds shall not be stored or maintained by anyone unless the Elkhart County Intelligence and Covert Enforcement Unit supervisor or the authorized designee grants prior approval. This does not include temporary possession prior to use.
3. The buy/expense funds shall be secured at all times. The buy/expense funds records shall contain receipts for cash received and records or receipts required for cash expenditures.
4. Payments of \$500 or less may be paid in cash from

(b) 1. the Elkhart County Intelligence and Covert Enforcement

~~-- Unit buy~~

(a) 1. Unit buy/expense fund and shall not be used without the approval of the Chief of Police or the

(b) 1. authorized designee.

(a) The Chief of Police or the authorized designee shall sign the voucher for cash payouts from the buy/expense fund.

2. Payments exceeding \$500 shall be made by issuance of a check, payable to the officer who will be delivering the payment.

(a) The check shall list the case numbers related to and supporting the payment.

3. A written statement of the informant's involvement in the case shall be placed in the informant's file.

(a) The statement shall be signed by the informant verifying the statement as a true summary of the informant's actions in the case.

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4. Authorization signatures from the Chief of Police and the XXX are required for disbursement of the funds.
5. To complete the payment process for any amount, the officer delivering the payment shall complete a cash transfer form. The cash transfer form shall include the following:
 - (a) Date
 - (b) Payment amount
 - (c) Department case number
 - (d) A written statement that the informant is receiving funds in payment for information voluntarily rendered
 - (e) The informant's signature
 1. The cash transfer form will be kept in the informant's file.

The Elkhart County Intelligence and Covert Enforcement

~~- Unit supervisor~~

Unit supervisor or the

~~- P.I.T supervisor shall sign the voucher for cash payouts~~

authorized designee shall be responsible for the accepting or disbursing of cash from the buy/expense

~~- fund~~

funds.

603.6.2 ~~AUDIT OF PAYMENTS~~ REVIEW OF BUY/EXPENSE FUNDS

~~The P.I.T supervisor-~~ The Elkhart County Intelligence and Covert Enforcement Unit supervisor or the authorized designee shall be responsible for compliance with any audit requirements associated with grant provisions and applicable state and federal law.

At least once ~~annually~~ quarterly, the ~~City Clerk's Office, the~~ Chief of Police or the authorized designee should conduct ~~an audit-~~ a review of all ~~CS-~~ buy/expense funds for the purpose of accountability and security of the funds. The funds and related documents (e.g., ~~petty-cash records, cash~~ transfer forms, invoices, receipts and logs) will assist with the ~~audit-~~ review process.

Attachments

Confidential Source Information Form.pdf

CS # _____

**Goshen Police Department Proactive Investigation Team
Confidential Source Information Form**

Name: _____

AKA: _____

Address: _____ City: _____

Employer & Address: _____

Home TX: _____ Work TX: _____ Cell TX: _____

Race: _____ Sex: _____ DOB: _____ Soc: _____

Hair: _____ Eyes: _____ Height: _____ Weight: _____

Scars/marks/tattoos: _____

Military service branch: _____ Discharge status: _____

Marital status: _____ Spouse/significant other: _____

Significant other address: _____

Children names/addresses: _____

Parent name/address: _____

Friends/associates: _____

Vehicle make: _____ Model: _____ Year: _____ Color: _____

Plate #: _____ State: _____ OLN: _____ State: _____

Criminal record: Charge: _____

Date: _____ Agency: _____

Confidential Source Code of Conduct

I, _____, the undersigned understand that while I am cooperating with and assisting the Goshen Police Department, I agree to the following:

1. I may never search any suspect, person, house, papers or physical effects. I also understand that I may not affect any physical arrests for violations during my association with the investigating agency.
2. I understand that I am not an employee of the Goshen Police Department, Elkhart County Office of the Prosecuting Attorney, or any law enforcement agency, and that I may not use any documents or equipment that would identify me with a law enforcement agency. I fully understand that I am not a law enforcement officer and that I am not to use my association with the Goshen Police Department.
3. I further understand that I am not to carry a firearm or weapon of any type while working with the Goshen Police Department.
4. I further agree to keep in constant contact with the Goshen Police Department while assisting them.
5. I further understand that I may be required to testify in court in cases that I am involved with. I agree to tell the whole truth when testifying. I agree to inform the court and the Goshen Police Department of any change in my address for subpoena service, and to make myself available for court, depositions, or any other action that the court may require.
6. I understand that I am not being asked to create crime. I further understand that I am only working to interrupt ongoing criminal activity.
7. I will not ask anyone to commit crimes that they are not already doing, or are capable of doing.
8. I understand that I am not to use sexual enticement or promises of future sexual acts to get someone to commit a criminal act.
9. I understand that I will not be allowed to beg, pressure, lure, or threaten anyone to commit a criminal act they ordinarily would not do.
10. I completely understand that the Goshen Police Department is not interested in investigating innocent people. They are only interested in people that I know are committing crimes and intend to commit crimes in the future.
11. I further understand that I may not engage in any illegal or improper conduct so long as I am working with the Goshen Police Department.
12. I understand that I may receive expense money only. The amount and frequency of expense money that I receive will be determined only by a supervisor and not by my case agent. Expense money does not include any reward monies or profit of any kind for my participation in this program.
13. If an investigation in which I take part results in a seizure and/or asset forfeiture of property or money, I understand that I will not receive any money or property based on a percentage of the property or money seized or forfeited.
14. Further, I understand that any violations arising from my actions in violation of the aforementioned circumstances will result in an investigation of the matter. If the charges are substantiated, appropriate action to include the possibility of criminal prosecution will be taken.
15. I agree to cooperate with the Goshen Police Department of my own free will, and not as a result of any intimidation or threats.
16. I agree not to simultaneously act as a confidential source for any agency other than the Goshen Police Department without prior permission of the Goshen Police Department.
17. I understand that I may be requested during any investigation, to submit to a drug screen, urinalysis, polygraph, stress analysis test or other test designed to ensure my effectiveness and credibility as a confidential source. I agree to submit to any such examination immediately upon request.
18. I understand that I may be subject to search during any meeting with an investigator. I further consent to search of my belongings and vehicle. I fully understand that any illegal contraband found subsequent to the search may be used as evidence against me in court.
19. I understand that if lodging is provided by the Goshen Police Department or Elkhart County ICE Unit, I am consenting to search of the premises and my person by an investigator at any time.
20. I agree to allow investigators to monitor and/or record conversations either by telephone or over a body microphone.
21. I hereby release the Goshen Police Department Elkhart County ICE Unit, City of Goshen, County of Elkhart, State of Indiana, its officers, agents, affiliates, and any other cooperating law enforcement agency from any liability or injury that may arise as a result of this agreement.
22. I hereby give my permission to any officer of the Goshen Police Department or Elkhart County Interdiction/Covert Enforcement Unit to install an electronic listening/recording device or any other device designated for the purpose of monitoring and/or recording conversations on or about my person, for the purpose of conducting a criminal investigation and to record those conversations for evidentiary purposes.

My permission is given voluntarily and freely.

Confidential Source

Date

Investigator

Date

Investigator

Date

Collection^[KH1] and Preservation of Evidence Procedure

608.1 PURPOSE AND SCOPE

Best Practice

The purpose of this procedure is to provide members guidance in identifying, collecting, preserving, and processing evidence found at a crime scene or traffic accident investigation and transferred to an accredited crime laboratory, as applicable.

608.2 COLLECTION AND PRESERVATION

Best Practice

Any members observing evidence in the field should make arrangements for the proper identification, collection, preservation, and processing of that evidence, to include the documented transfer of custody. Any member that lacks the applicable training should notify a properly trained member or supervisor, as appropriate, to ensure the evidence is properly collected, preserved, and processed.

The Department should have a qualified trained member available on a 24-hour basis to process evidence found at a crime scene or traffic accident. When identifying, collecting, preserving, or processing evidence in the field, members should:

- (a) Secure and protect the scene while remaining observant. Limit scene access to only those directly involved in the processing.
- (b) Use personal protective equipment (PPE) to avoid contamination of members and minimize scene contamination. Evidence collection equipment should be sterile to maintain the integrity of the evidence and reduce cross-contamination.
- (c) Coordinate scene photographs, video recording, sketches, measurements, and notes of evidence in its found location before collection. Select a systematic search pattern to identify valuable and/or fragile evidence based on the size and location of the scene. Choose a progression of processing and collection methods so that initial techniques do not compromise subsequent methods. Collection methods should preserve the condition of the evidence, prevent the introduction of foreign materials, and ensure as complete a sample as practicable.
- (d) Prioritize the timely and methodical preservation and collection of evidence to prevent loss, destruction, or contamination due to weather conditions and other circumstances that may alter or contaminate the evidence. Concentrate on the most transient evidence first and work toward the least transient evidence.
- (e) Collection, preservation, and packaging of evidence should be conducted in a consistent manner.

Members shall process and package property and evidence as outlined in the Evidence Room Policy and as required by the crime laboratory.

Collection and Preservation of Evidence Procedure

608.3 BIOHAZARDOUS MATERIALS

Best Practice

Potentially biohazardous materials like hypodermic syringes, blood-stained clothing, or evidence relating to sexual assault investigations require special care and handling (see the Sexual Assault Investigations Policy). Members should refer to the Evidence Room Policy for additional guidance. Members should follow the appropriate blood-borne pathogen precautions, including but not limited to the following:

- Use of sterile gloves
- Sharps containers for syringes
- Potential biohazards shall have a biohazard warning label placed in a prominent location on the exterior evidence container.

Members shall submit urine samples in sealed containers within a plastic bag with a biohazard warning label attached to the outside packaging. Members should affix biohazard warning labels on bags or containers, including contaminated evidence with pathogens or other contagious viruses or bacteria.

When processing non-dry items with biological material present, members should:

- Place clothing and other evidence containing dried blood in separate paper bags and place biohazard warning labels on the outside packaging.
- Place samples containing moist or wet stains of blood or other biological fluid in separate leak-proof containers at the scene and label with a biohazard warning on the outside packaging.
- Transport the specimens to a safe location as soon as practicable, removing the items from the bags and air-drying them over paper sheets. Once the specimens are completely dry, place each item in a separate bag and label with a biohazard warning.
- Retain the paper bags and sheets and submit all items with the evidence.

608.4 SUBMITTING EVIDENCE TO LABORATORY FOR ANALYSIS

Best Practice

The Evidence Room Manager shall be responsible for the submission of evidence to the crime laboratory for analysis as outlined in the Evidence Room Policy.

Evidence Room

800.1 PURPOSE AND SCOPE

This policy provides guidelines for the proper processing, storage, security and disposition of evidence and other property. This policy also provides for the protection of the chain of custody and identifies those persons authorized to remove and/or destroy property.

800.1.1 DEFINITIONS

Definitions related to this policy include:

Property - All articles placed in secure storage within the Evidence Room, including the following:

- Evidence - Items taken or recovered in the course of an investigation that may be used in the prosecution of a case, including electronic or digital files, photographs and latent fingerprints.
- Found property - Items found by members of the Department or the public that have no apparent evidentiary value and where the owner cannot be readily identified or contacted.
- Safekeeping – Firearms, ammunition, or other deadly weapons of an arrestee that has not been taken as evidence and cannot be stored at the jail; and firearms, ammunition, or other deadly weapons obtained by consent, or by Domestic Battery statute (35-33-1-1.5(b) & 35-33-1-1.5(c).
- Secured Evidence Storage Location(s) - Evidence Room, temporary cages or lockers designated for evidence storage, Digital Media Server, AvailWeb.

800.2 POLICY

It is the policy of the Goshen Police Department to process and store all property in a manner that will protect it from loss, damage or contamination, while maintaining documentation that tracks the chain of custody, the location of property and its disposition.

800.3 EVIDENCE ROOM MANAGEMENT RESPONSIBILITIES

The Division Chief of Investigations is responsible for the management of the Evidence Room. The Division Chief of Investigations should designate an evidence room manager to assist with documenting, classifying, storing, tracking and disposing of property received by or managed by the Evidence Room.

The Division Chief of Investigations should ensure:

- (a) Procedures are established to preserve the safety, security and chain of custody for all property received or handled by the Evidence Room.
- (b) Property and evidence facilities include:
 - (a) A package, submission and intake area separate from the secure storage area.
 - (b) Separate secure storage areas for controlled substances/narcotics and dangerous drugs, firearms, cash and hazardous materials.

Goshen Police Department

Policy Manual

Evidence Room

- (c) Adequate ventilation systems to manage air quality around controlled substances/narcotics and dangerous drugs and hazardous materials areas.
 - (d) Adequate freezer storage with temperature controls that include remote notification or an alarm system.
 - (e) A secure area for drying moist items (e.g., items stained with bodily fluids) before packaging.
 - (f) An orderly system for numbering and storing property/evidence being retained by the property room should be provided.
- (c) Facility security and access control, including separate secure access (which may include video surveillance) for controlled substances/narcotics and dangerous drugs, firearms and cash storage areas.
 - (d) Emergency planning, to include consideration of emergency response (e.g., hazardous spills, fires, floods), protective equipment for personnel, lighting, ventilation and the continuity of operations if the facility must be evacuated or moved.
 - (e) Procedures are established for packaging, submission, storage and disposition of all property, as well as items requiring special packaging such as:
 - 1. Bicycles
 - 2. Biological items
 - 3. Cash
 - 4. Controlled substances/narcotics and dangerous drugs
 - 5. Explosives, ammunition and fireworks
 - 6. Firearms and other weapons
 - 7. Hazardous or flammable substances
 - 8. Homicide evidence
 - 9. Motor vehicles
 - 10. Sharps
 - 11. Items requiring refrigeration or freezing
 - (f) Appropriate property management forms and automated systems are developed and available as appropriate.
 - (g) Procedures for conducting inventories are developed.
 - (h) Issues identified through any audits or inspections are appropriately addressed.

800.4 EVIDENCE ROOM SECURITY

The Evidence Room shall maintain secure storage and control of all property in the custody of this department. ~~An~~ A evidence room manager (~~custodian~~) and an alternate evidence room manager shall be appointed by and will be directly responsible to the ~~Division~~ Investigation Division ~~Division~~

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Evidence Room

Chief of ~~Investigations~~ or the authorized designee. The evidence room manager is responsible for the security of the Evidence Room.

800.4.1 REFUSAL OF PROPERTY

The evidence room manager has the obligation to refuse any piece of property that is hazardous or that has not been properly documented or packaged. Should the evidence room manager refuse an item of property, he/she shall maintain secure custody of the item in a temporary property locker or other safe location and inform the submitting member's supervisor of the reason for refusal and the action required for acceptance into the Evidence Room.

800.4.2 KEY CONTROL

Evidence Room keys and locks shall be managed by the evidence room manager, who will keep a log of all keys issued, damaged, lost, and returned. Evidence Room keys shall not be loaned to anyone and shall be maintained in a secure manner. If an Evidence Room key is lost, or an evidence custodian leaves employment, all access points shall be re-keyed and new keys issued as necessary. Division Chief of Investigations does not have key access to the Evidence Room; however, he/she will maintain a duplicate set to storage areas in the Evidence Room for drugs, firearms, and cash.

800.4.3 ACCESS

Only evidence custodians assigned to the Evidence Room shall have access to it and the property storage areas within. Evidence custodians and technicians will have access to the temporary storage cages and lockers. Any individual who needs to enter the evidence room or a property storage area (e.g., maintenance or repair contractors) must be approved by the Division Chief of Investigations and accompanied by an evidence room manager or custodian. Each individual must sign the Evidence Room access log and indicate:

- (a) The date and time of entry and exit.
- (b) The purpose for access, including the specific case or property number.

Each access log entry shall be initialed by the accompanying department evidence custodian.

800.5 PROPERTY HANDLING

The member who first comes into possession of any property is generally responsible for the care, custody and control of such property until it is processed and placed into a secured storage location. Care shall be taken to maintain the chain of custody for all items of evidence. Property can be transferred to a member who did not first come into possession of the property so long as time, date, reason for transfer, is thoroughly documented by both parties involved. This should be a rare occurrence.

800.5.1 PROCESSING AND PACKAGING

All property must be ~~packaged, sealed, initialed, secured, and entered in the evidence tracking software~~ processed by the responsible member prior to the member going off-duty, unless otherwise approved by a supervisor. ~~If approval is obtained by a supervisor, at minimum, property~~

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~~must be placed in a secure storage location (does not include temporary storage lockers in squad room) prior to the member going off-duty. The responsible member shall document in the narrative the exact time and date the property was placed in the secure storage location. The approving supervisor shall, prior to going off-duty, send an email containing case number, name of responsible member, and reason why evidence processing could not be completed, to the Division Chief of Investigations and the evidence custodians. Property items shall be processed and entered into the evidence tracking software by the responsible member on their next shift, or within 24 hours. If it is not possible to enter items within 24 hours, the Division Chief of Investigations shall be contacted directly for approval.~~

~~Exceptions should be a rare occurrence and not simply because the responsible member does not want to put in overtime at the end of their shift. Examples of reasonable exceptions include:~~

- ~~(a) An evidence technician assigned to day shift is called out at 1900 hours and returns to the PD at 2330 hours from processing a scene, and is scheduled for duty at 0630 hours the following day.~~
- ~~(b) Officer(s), detective(s), or evidence technician(s) who have worked numerous hours (ex: double shift), that fatigue dictates the member get some rest.~~
- ~~(c) Important personal or family events such as weddings, funerals, vacations involving air flights, work related events such as schools.~~

Members shall process and package property as follows:

- ~~(a) An entry of items-~~ A property form shall be completed describing each item. List all known information, including the following:
 - 1. Serial number
 - 2. ~~Owner's-~~ Owner's name
 - 3. ~~Collecting member~~ Finder's name
 - 4. ~~Detailed item description-~~ Other identifying information or marking
 - 5. An explanation of how the property came into the member's possession.
- ~~(b) Each item shall be marked with the member's initials and the date processed using a method that will not damage, deface, degrade, or devalue the item. Items too small or too delicate to mark should be individually packaged and labeled and the package marked with the member's initials and date.~~
- ~~(c) Property shall be packaged in a container suitable for its size. - If no suitable container is available, notify evidence custodians.~~
- ~~(d) Each item shall be marked with the member's initials.~~
- ~~(e) A property label shall be completed and attached to the container in which the property is stored.~~
- ~~(f) A property tag shall be completed and attached to the property or container in which the property is stored.~~
- ~~(g) The case number shall be indicated on the property tag and the container.~~

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- (h) The property form, without the hard card portion (property control card), shall be submitted with the case report.
- (i) The property control card shall be submitted with the property directly to the evidence room manager or placed in a temporary property locker. Items too large to fit in a temporary property locker may be placed in a designated storage area that can be secured from unauthorized entry, and the property control card placed in a temporary property locker.

800.5.2 ~~ITEM PACKAGING~~ EXCEPTIONAL PROCESSING

The following items require special consideration and shall be ~~packaged-~~ processed as follows, unless special conditions dictate a reasonable deviation:

Bicycles - Bicycles and bicycle frames shall have a ~~red evidence-~~ property tag securely attached : ~~During business hours, contact any evidence custodian or technician to place the bicycle or frame in the lab or other secure storage area. Contact the on-call evidence technician after business hours to come in to secure the bicycle.~~ and should be placed in the bicycle storage area.

Biological and related items - Evidence that may contain biological samples shall be indicated as such ~~with a biohazard label~~ on the property form.

Property stained with bodily fluids, such as blood or semen, shall be air-dried in a secure ~~location-~~ location (e.g., locked drying cabinet) prior to ~~packaging~~ processing.

Items of evidence collected from a crime scene that require specific storage requirements pursuant to laboratory processing shall have such storage requirements clearly indicated on the property ~~packaging~~ form.

Items that are potential biohazards shall be appropriately packaged and procedures should be in place to ensure the timely delivery of blood and other perishable evidence to refrigerated storage or a laboratory. Potential biohazards shall be marked "~~Biohazard~~" "Biohazard" to reduce the risk of exposure or contamination.

Cash - Cash shall be counted in the presence of another member. The cash shall be placed in a ~~proper packaging-~~ property envelope and initialed by both members. A ~~currency form must be printed and included with the currency. Both members will also sign the currency form. Counts will also be verified by evidence custodians~~ supervisor shall be contacted for cash in excess of \$1,000. The supervisor shall witness the count, initial, and date the envelope, and specify any additional security procedures that may be necessary.

Explosives and fireworks - ~~--Explosives, fireworks, and other flammable items-~~ - Explosives will not be retained in the police facility. ~~This includes lighters unless being submitted for DNA or Fingerprint Analysis~~ Fireworks that are considered stable and safe, as well as road flares or similar signaling devices, may be stored in proper containers in an area designated for storage of flammable materials.

The evidence room manager is responsible for transporting to the fire department, on a regular basis, any fireworks or signaling devices that are not retained as evidence.

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Firearms and other weapons - Firearms shall be unloaded and packaged separately from ammunition. Knife boxes should be used to package knives ~~and other sharp objects~~.

Seized firearms should not be marked for identification or other purposes (I.C. § 35-47-14-12).

Government property - License plates that have not been reported stolen or are of no evidentiary value should be placed in the ~~secured evidence storage locations for return~~ designated container for return to the Bureau of Motor Vehicles ~~by evidence custodians~~. No formal property processing is required.

City property that is of no evidentiary value should be released directly to the appropriate City department. No formal property processing is required.

If no responsible City personnel can be located, the property should be held for safekeeping.

Jewelry, gemstones, and precious metals - Jewelry, gemstones, and precious metals shall be inventoried in the presence of another member. The items shall be packaged, sealed, and initialed by both members. A supervisor shall be contacted for value in excess of \$500. The supervisor shall witness the inventory, initial, and date the packaged, and specify any additional security procedures that may be necessary.

Sharps - Syringe tubes should be used to package syringes and needles ~~needed for evidence~~.

800.5.3 CONTROLLED SUBSTANCE/NARCOTICS AND DANGEROUS DRUGS

- (a) Controlled substances/narcotics and dangerous drugs shall not be packaged with other property. Marijuana shall be packaged in paper.
- (b) The member packaging controlled substances/narcotics and dangerous drugs shall retain such property in the member's possession until it is weighed, packaged, tagged, and placed in the secured evidence storage location.
- (c) Prior to packaging and if the quantity allows, a presumptive test should be made on all suspected controlled substances/narcotics. If conducted, the result of the test shall be included in the narrative.
 1. The member shall package controlled substances/narcotics and dangerous drugs as follows:
 - (a) Photograph the property in the container in which it was located. Keep the inner most packaging and place it in the proper packaging of appropriate size. If the inner most packaging is a large or hard object, transfer the contents to an appropriately sized package, separately from the large or hard container.
 - (b) Seal and initial the property packaging.
 - (c) Marijuana with any perceptible moisture content shall be loosely packaged in a container that allows for drying or shall be dried prior to storage. This should be noted on the packaging and in the collecting member's narrative. The evidence room manager shall monitor stored marijuana for growth of mold.

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800.6 RECORDING OF PROPERTY

The evidence custodian receiving custody of property shall ensure a property label is attached for each item.

A unique property number shall be obtained for each item or group of items from the property log. This number shall be recorded on the property label. The evidence tracking software shall document the following:

- (a) Item number
- (b) Case number
- (c) Org number
- (d) Item description
- (e) Item storage location
- (f) Receipt, release and disposal dates

Any change in the location of property held by the Goshen Police Department shall be noted in the evidence tracking software.

800.7 PROPERTY CONTROL

The evidence room custodian temporarily relinquishing custody of property to another person shall record in the evidence tracking software his/her signature, the date and time the property was released, the name and signature of the person accepting custody of the property and the reason for release.

Any member receiving property shall be responsible for such property until it is returned to the Evidence Room or released to another authorized person or entity.

The return of the property to the Evidence Room should be recorded in the evidence tracking software, indicating the date, the time, the name and the signature of the person who received the property.

800.7.1 EVIDENCE

Every time evidence is released or received, an appropriate entry in the evidence tracking software shall be completed to maintain the chain of custody. No evidence is to be released without first receiving written authorization.

The temporary release of evidence to members for investigative purposes or for court proceedings shall be noted stating the date, time and to whom it was released. Requests for items of evidence needed for court proceedings shall be submitted to the evidence room custodians via email as soon as the member is aware he/she needs the items, but at least 48 hours prior to the court date.

Requests for laboratory analysis shall be completed on the appropriate lab form and submitted to the evidence room custodians. This request may be submitted any time after the property has been packaged.

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800.7.2 TRANSFER OF EVIDENCE TO CRIME LABORATORY

The evidence room ~~custodian- manager~~ releasing items of evidence for laboratory analysis must complete the required information ~~in the evidence tracking software~~ on the property control card. The transporting member will acknowledge receipt of the evidence by indicating the date and time ~~in the evidence tracking software~~ on the property control card. The lab form will be transported with the evidence to the examining laboratory. Upon delivering the item, the member will record the delivery time ~~in the evidence tracking software and~~ on the lab form and the property control card, and obtain the signature of the person accepting responsibility for the evidence. The original copy of the lab form will remain with the evidence ~~custodians;~~ and a copy of the form will be returned to the Records Section for filing with the case.

All laboratory test results shall be documented and received in writing.

800.7.3 CONTROLLED SUBSTANCES/NARCOTICS AND DANGEROUS DRUGS

The evidence room custodians will be responsible for the storage, control and destruction of all controlled substances/narcotics and dangerous drugs coming into the custody of this department.

800.8 RELEASE OF PROPERTY

No property should be released from the Evidence Room without documented authorization, and/or as deemed appropriate by evidence disposal guidelines.

Release of property shall be made, when appropriate, listing the name of the person to whom the property is to be released. Release of all property shall be documented in the evidence tracking software.

Firearms or ammunition should only be released upon presentation of valid government issued identification and authorized documents showing that the individual may legally possess the item (see the Release of Firearms in Storage subsection below).

All reasonable attempts shall be made to identify the rightful owner of found property and items held for safekeeping. These attempts shall be documented in RMS.

Found property and property held for safekeeping shall be retained for the period of time required by law. During such period, Evidence Room members shall attempt to contact the rightful owner by telephone and/or mail when sufficient identifying information is available. The final disposition of all such property shall be fully documented in the evidence tracking software.

An evidence room custodian shall place items to be released in the designated area; the items shall be released when the owner presents proper identification. The signature of the person receiving the property shall be recorded in the evidence tracking software.

800.8.1 FIELD RELEASE OF PROPERTY

Members may release certain property or evidence in the field to the lawful owner of the property or evidence can be sufficiently documented with photographs and release of the item will not compromise the case.

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The release of any evidence should be documented with photographs and the return should be video recorded with your department issued device.

800.8.2 DISCREPANCIES

The officer-in-charge shall be immediately notified whenever a person alleges that there is a shortage or discrepancy regarding his/her property. The officer-in-charge will interview the person claiming the shortage and then immediately notify the Division Chief of Investigations. The officer-in-charge shall ensure that a search for the alleged missing items is completed and shall attempt to prove or disprove the claim.

800.8.3 DISPUTED CLAIMS TO PROPERTY

Occasionally, more than one party may claim an interest in property being held by this department, and the legal rights of the parties cannot be clearly established. Such property shall not be released until one party has obtained a valid court order or establishes an undisputed right to the property.

All parties should be advised that their claims are civil. In extreme situations, legal counsel for this department should be contacted.

800.8.4 RELEASE OF FIREARMS IN STORAGE

The evidence room manager shall facilitate the release and return of a stored firearm to the individual or a responsible third party upon receipt of a court order requiring return of a firearm that has been held in storage at the Department or at a department-contracted storage facility (I.C. § 35-47-14-3; I.C. § 35-47-14-6; I.C. § 35-47-14-10).

800.9 DESTRUCTION OR DISPOSAL OF PROPERTY

All property will be disposed of in accordance with the Evidence Disposal Guidelines outlined in the Evidence Handling Directive.

800.9.1 MARIJUANA

At the first sign of mold growth, stored marijuana shall be photographed showing the mold growth. As soon as practicable, the evidence room manager shall make efforts to lawfully destroy the contaminated marijuana, in compliance with this policy. The evidence room manager should consult with the member assigned to the case investigation for authorization to destroy the remaining marijuana, after taking representative samples, and should request assistance from the appropriate prosecutor in obtaining a court order for immediate destruction.

800.9.2 BIOLOGICAL EVIDENCE FROM SEXUAL ASSAULT CASES

The Department should provide status and storage updates to the victim services division to the Indiana Criminal Justice Institute (Division), such as when a sample is returned or removed from the Evidence Room, via the web-based claims reimbursement and sexual assault examination kit tracking system (I.C. § 16-21-8-10; I.C. § 16-21-8-12).

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Evidence Room

800.9.3 BIOLOGICAL EVIDENCE FROM VIOLENT OFFENSE CASES

The evidence room manager is responsible for notifying the defendant and the defendant's attorney as set forth in I.C. § 35-33-5-5 when evidence related to a violent offense that could be subjected to DNA testing is

- (a) Removed from the Evidence Room; or.
- (b) Of the date the preserved evidence has been marked for disposal.

800.10 INSPECTIONS, INVENTORIES AND AUDITS OF THE EVIDENCE ROOM

The Division Chief of Investigations shall ensure that Evidence Room operations and storage facilities are inspected for compliance with applicable policies and procedures, including periodic unannounced inspections.

The Division Chief of Investigations shall also ensure that audits are conducted as necessary.

Inspections and audits should be conducted by a member of this department who is not routinely or directly connected with the Evidence Room operations.

The results of all inspections and audits should be documented and forwarded to the Chief of Police.

800.10.1 TIMING AND ADDITIONAL REQUIREMENTS

Inspections should occur at least quarterly. At least two inspections per year shall be conducted by the Division Chief or the authorized designee.

Unannounced inspections should occur at least once per year as directed by the Chief of Police.

Audits, including an inventory, ~~should occur bi-annually~~ shall be conducted at least annually by a supervisor outside of the chain of command of the Evidence Room.

Whenever there is a change of assignment for any member with authorized access to the Evidence Room, a change in the Chief of Police, or any indication or suspicion of a breach, an inventory of all property shall be conducted to ensure that all property is accounted for and records are correct.

Records Maintenance and Release

802.1 PURPOSE AND SCOPE

This policy provides guidance on the maintenance and release of department records. Protected information is separately covered in the Protected Information Policy.

802.2 POLICY

The Goshen Police Department is committed to providing public access to records in a manner that is consistent with the Indiana Public Records Act (I.C. § 5-14-3-1 et seq.).

802.3 CUSTODIAN OF RECORDS RESPONSIBILITIES

The Chief of Police shall designate a Custodian of Records. The responsibilities of the Custodian of Records include, but are not limited to:

- (a) Managing the records management system for the Department, including the retention, archiving, release, and destruction of department public records.
 1. [The retention and disposal of public records shall be in accordance with I.C. § 5-15-1-1 et seq. and the Indiana Archives and Records Administration \(IARA\) schedule for Public Safety Agencies.](#)
- (b) Maintaining and updating the department records retention schedule, including:
 1. Identifying the minimum length of time the Department must keep records.
 2. Identifying the department division responsible for the original record.
- (c) Establishing rules regarding the inspection and copying of department public records as reasonably necessary for the protection of such records and to regulating any material interference with the regular discharge of the functions or duties of ~~the Department and~~ [the Department and](#) its members (I.C. § 5-14-3-7).
- (d) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (e) Establishing rules regarding the processing of subpoenas for the production of records.
- (f) Ensuring the availability of a current schedule of fees for public records as allowed by law is available (I.C. § 5-14-3-8).
- (g) Ensuring a daily log is maintained that lists suspected crimes, accidents, or complaints and makes available information relating to arrests, summons, and jailed persons as required by I.C. § 5-14-3-5.

802.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

Any department member who receives a request for any record shall route the request to the Custodian of Records or the authorized designee.

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Records Maintenance and Release

802.4.1 REQUESTS FOR RECORDS

The processing of requests for any record is subject to the following:

- (a) All requests for public records shall be in writing or on a form supplied by the Department and shall identify with reasonable particularity the record being requested (I.C. § 5-14-3-3).
- (b) A written response shall be provided to the requester within seven days.
- (c) Within a reasonable time after the request, the Custodian of Records or the authorized designee shall make records or copies available to the requester as provided by I.C. § 5-14-3-3.
- (d) Copies of electronic data may be provided in the medium requested if it is compatible with the department's system (I.C. § 5-14-3-3).
- (e) The Department is not required to create records that do not exist.
- (f) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released (I.C. § 5-14-3-6).
 - (a) A copy of the redacted release should be maintained in the case file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio/video, a copy of the redacted audio/video release should be maintained in the department-approved media storage system and a notation should be made in the case file to document the release and the reasons for the redacted portions.

[See attachment: Records Request with Translation](#)

802.4.2 DENIALS

The denial of a written request for records shall (I.C. § 5-14-3-9):

- (a) Be made within seven days of receipt of the request.
- (b) Be in writing.
- (c) Include the reason for the denial.
- (d) Contain a citation to the specific authority that authorizes the denial.
- (e) Contain the name and position title of the person denying the request.

802.5 RELEASE RESTRICTIONS

Examples of release restrictions include:

- (a) Any personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address, and telephone number; and medical or disability information that is contained in any driver's license record, motor vehicle record, or any department record, including traffic accident reports, is restricted except as authorized by the Department, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722; I.C. § 5-14-3-4).

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Records Maintenance and Release

- (b) Personnel files and files of applicants except for names; compensation; job title; business address and telephone number; job description; education and training background; previous work experience or dates of first and last employment of present or former members; information relating to the status of any formal charges against a member; and the factual basis for a disciplinary action in which final action has been taken and that resulted in the member being suspended, demoted, or discharged (I.C. § 5-14-3-4).
 - 1. Job titles and job descriptions of officers shall remain confidential (I.C. § 5-14-3-4.3).
 - 2. The home address, telephone number, and contact information of an officer shall remain confidential (I.C. § 5-14-3-4(b)(19)).
 - 3. If an officer is operating undercover, the name, compensation, business address and telephone number, education and training background, previous work experience, or dates of first employment shall also remain confidential.
- (c) Records that are either intra-agency/interagency advisories or deliberative material that are expressions of opinion or of a speculative nature and that are communicated for the purpose of making a decision (I.C. § 5-14-3-4).
- (d) Work product of an attorney for the Department (I.C. § 5-14-3-4).
- (e) Administrative or technical information that would jeopardize a record keeping or security system (I.C. § 5-14-3-4).
- (f) The telephone number and address of a complainant contained in department records except if the address is the location of the suspected crime, infraction, accident, or complaint reported (I.C. § 5-14-3-4).
- (g) Records requested by an offender that contain personal information about a correctional officer, law enforcement officer, judge, the victim of a crime, or a family member of any of the preceding (I.C. § 5-14-3-4).
- (h) Certain law enforcement juvenile-related records (I.C. § 31-39-3-4).
- (i) Investigatory records (I.C. § 5-14-3-2(i); I.C. § 5-14-3-4).
- (j) Criminal intelligence information (I.C. § 5-14-3-2(c); I.C. § 5-14-3-4).
- (k) Certain types of reports involving but not limited to child abuse and molestation (I.C. § 31-33-18-1; I.C. § 31-33-18-2) and endangered adult abuse (I.C. § 12-10-3-15).
- (l) Personal identifying information submitted by a person to obtain or renew a license to carry a handgun, or information obtained by a federal, state, or local government entity in the course of an investigation concerning a person who applies to obtain or renew a license to carry a handgun (I.C. § 35-47-2-3).
- (m) Audio, visual, or audiovisual recordings of law enforcement activities captured by a body-worn camera or MAV system (I.C. § 5-14-3-4):
 - 1. If disclosure of any law enforcement recording is required under I.C. § 5-14-3-5.1 or I.C. § 5-14-3-5.2, the Administrative Assistant should ensure applicable portions are obscured as required, before releasing the recordings.

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- (n) A recording that has captured information about airport security, procedures, areas, or systems, unless there is approval by an appropriate public agency.
- (o) A record assembled, prepared, or maintained to prevent, mitigate, or respond to an act of terrorism, including a record which, if released, would have a reasonable likelihood of threatening public safety by exposing a vulnerability of locations or structures to a terrorist attack (I.C. § 5-14-3-4(b)(19)).
- (p) Any other information that may be appropriately denied by those records declared confidential by a rule adopted by the Department granted by statute, state statute, rules adopted by the Indiana Supreme Court, or federal law (I.C. § 5-14-3-4).

802.6 SUBPOENAS AND DISCOVERY REQUESTS

Any member who receives a subpoena duces tecum or discovery request for records should promptly contact a supervisor and the Custodian of Records for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the Prosecuting Attorney, City Attorney or the courts.

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Department so that a timely response can be prepared.

802.7 SECURITY BREACHES

Any member who becomes aware that any Goshen Police Department system has been subject to a cybersecurity incident should notify the Administrative Assistant as soon as practicable (I.C. § 4-13.1-1-1.5).

The Administrative Assistant should provide notice to all entities in the form and manner required by federal, state, and local law. Notice should be given as soon as practicable but not later than two business days after discovery (I.C. § 4-13.1-2-9).

802.8 EXPUNGEMENT

Expungement orders received by the Department shall be reviewed for appropriate action by the Custodian of Records. Records may include, but are not limited to, a record of arrest, investigation, detention or conviction.

The Custodian of Records shall expunge such records as ordered by the court. Once expunged, members shall respond to any inquiry as though the record did not exist (I.C. § 35-38-9-6).

A court order that requires records to be marked as expunged shall be clearly and visibly marked by the Custodian of Records. These records shall remain public records (I.C. § 35-38-9-7).

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Records Maintenance and Release

802.9 TRAINING

All members authorized to manage, release or facilitate public access to department records shall complete a training program that includes identification of material appropriate for public access and the department systems and procedures guiding such release and access.

Attachments

Records Request with translation.pdf



Records Request

Phone: 574.533.8661 Fax: 574.533.1826

Email: police@goshencity.com

111 E Jefferson St, Goshen IN 46528

Date and Time of Request: _____ Case/Incident# _____

Your Information:

Name: _____ Phone #: _____ Fax#: _____

Address: _____

Email: _____

Signature Required: _____ Date: _____

Complete Appropriate Section for Records Requested: Case/Incident # _____

Case Report: Incident Date/Time: _____ Incident Location: _____

Nature of Incident: _____

Person Involved: _____ DOB: _____ Address: _____

Other: _____

Please Mark Type of Records Requested:

Case or Incident Reports, Other Records (does not include digital media)

Digital Media (photos, dispatch recordings, videos, etc.)

For GPD Use Only: Total Cost \$ _____

Received by: _____

Request Approved Denied by: _____

Comments: _____

Date Mailed: _____ Initials: _____

Date Called for Pickup: _____ Initials: _____

Fecha y Hora de la Solicitud: _____ Caso/Incidente# _____

Tu Informacion:

Nombre: _____ Numero de Telefono: _____ Fax#: _____

Direccion: _____

Correo Electronico: _____

Firma Requerida: _____ Fecha: _____

Completar la Seccion Apropiada para los Registros Solicitados: Caso/Incidente # _____

Reporte de Caso: Fecha/Hora del Incidente: _____ Ubicacion del Incidente: _____

Tipo de Incidente: _____

Persona Involucrada: _____ Fecha de Nacimiento: _____ Direccion: _____

Mas Informacion:

Por Favor Marque el Tipo de Registros Solicitados:

Informe de Caso o Incidente, Otro Registros (no incluye medios digitales)

Medios Digitales (fotos, grabaciones de despachar, videos, etc.)

Cybersecurity^[KH1]

806.1 PURPOSE AND SCOPE

Best Practice

The purpose of this procedure is to provide members guidelines and protocols to assist in the cybersecurity of computer systems and data of the Goshen Police Department.

806.2 ELECTRONIC DATA

Best Practice

806.2.1 DATA STORAGE

Best Practice

All electronic data will be stored in a manner consistent with the hardware or software manufacturer's recommendations.

806.2.2 DATA BACKUP

Best Practice

The Administrative Assistant shall be responsible for:

- (a) Ensuring data on all computer systems are backed up on at least a daily basis.
- (b) Performing data backup using a dedicated server or system designed for that purpose.
 1. If backed up data is stored off-site, the data shall only be transmitted between the Department and the off-site facility on an encrypted virtual private network that is compliant with the current FBI CJIS Security Policy.

806.3 SECURITY AUDITS

Best Practice

On an annual basis the Administrative Assistant or the authorized designee shall perform an audit of the Department's RMS for all usernames and passwords to determine the following:

- (a) Only currently employed members have access
- (b) All users' access rights are for their specific duties and responsibilities

A violation of policy or discrepancy in access by any member shall be reported in writing as soon as practicable through the chain of command to the Chief of Police.

The Administrative Assistant shall report the findings of the security audit in writing to the Chief of Police

Temporary Custody of Adults

900.1 PURPOSE AND SCOPE

This policy provides guidelines to address the health and safety of adults taken into temporary custody by members of the Goshen Police Department for processing prior to being released or transferred to a housing or other type of facility.

Temporary custody of juveniles is addressed in the Temporary Custody of Juveniles Policy. Juveniles will not be permitted where adults in custody are being held.

Custodial searches are addressed in the Custodial Searches Policy.

900.1.1 DEFINITIONS

Definitions related to this policy include:

Holding cell/cell - Any locked enclosure for the custody of an adult or any other enclosure that prevents the occupants from being directly visually monitored at all times by a member of the Department.

Safety checks - Direct, visual observation by a member of this department performed at random intervals, within time frames prescribed in this policy, to provide for the health and welfare of adults in temporary custody.

Temporary custody - The period an adult is in custody at the Goshen Police Department prior to being released or transported to a housing or other type of facility.

900.2 POLICY

The Goshen Police Department is committed to releasing adults from temporary custody as soon as reasonably practicable, and to keeping adults safe while in temporary custody at the Department. Adults should be in temporary custody only for as long as reasonably necessary for investigation, processing, transfer or release.

900.3 GENERAL CRITERIA AND SUPERVISION

No adult should be in temporary custody for longer than six hours.

900.3.1 INDIVIDUALS WHO SHOULD NOT BE IN TEMPORARY CUSTODY

Individuals who exhibit certain behaviors or conditions should not be in temporary custody at the Goshen Police Department, but should be transported to a jail facility, a medical facility, or other type of facility as appropriate. These include:

- (a) Any individual who is unconscious or has been unconscious while being taken into custody or while being transported.
- (b) Any individual who has a medical condition, including pregnancy, that may require medical attention, supervision, or medication while in temporary custody.
- (c) Any individual who is seriously injured.

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Temporary Custody of Adults

- (d) Individuals who are a suspected suicide risk (see the Involuntary Detentions Policy).
 - 1. If the officer taking custody of an individual believes that the individual may be a suicide risk, the officer shall ensure continuous direct supervision until evaluation, release, or a transfer to an appropriate facility is completed.
- (e) Individuals who are obviously in crisis, as defined in the Crisis Intervention Incidents Policy.
- (f) Individuals who are under the influence of alcohol, a controlled substance or any substance to the degree that may require medical attention, or who have ingested any substance that poses a significant risk to their health, whether or not they appear intoxicated.
- (g) Any individual who has exhibited extremely violent or continuously violent behavior.
- (h) Any individual who has claimed, is known to be afflicted with, or displays symptoms of any communicable disease that poses an unreasonable exposure risk.
- (i) Any individual with a prosthetic or orthopedic device where removal of the device would be injurious to the individual's health or safety.

Officers taking custody of a person who exhibits any of the above conditions should notify a supervisor of the situation. These individuals should not be held in temporary custody at the Department unless they have been evaluated by a qualified medical or mental health professional, as appropriate for the circumstances.

900.3.2 SUPERVISION IN TEMPORARY CUSTODY

An authorized department member capable of supervising shall be present at all times when an individual is held in temporary custody. The member responsible for supervising should not have other duties that could unreasonably conflict with his/her supervision. Any individual in custody must be able to summon the supervising member if needed. If the person in custody is deaf or hard of hearing or cannot speak, accommodations shall be made to provide this ability.

At least one female department member should be present when a female adult is in temporary custody. In the event that none is readily available, the female in custody should be transported to another facility or released pursuant to another lawful process.

Absent exigent circumstances, such as a medical emergency or a violent subject, members should not enter the cell of a person of the opposite sex unless a member of the same sex as the person in custody is present.

No individual in custody shall be permitted to supervise, control or exert any authority over other individuals in custody.

900.3.3 ENTRY RESTRICTIONS

Entry into any location where a person is held in custody should be restricted to:

- (a) Authorized members entering for official business purposes.
- (b) Emergency medical personnel when necessary.

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Temporary Custody of Adults

- (c) Any other person authorized by the supervisor.

When practicable, more than one authorized member should be present for entry into a location where a person is held in custody for security purposes and to witness interactions.

900.4 INITIATING TEMPORARY CUSTODY

The officer responsible for an individual in temporary custody should evaluate the person for any apparent chronic illness, disability, vermin infestation, possible communicable disease or any other potential risk to the health or safety of the individual or others. The officer should specifically ask if the individual is contemplating suicide and evaluate him/her for obvious signs or indications of suicidal intent.

The receiving officer should ask the arresting officer if there are any statements, indication or evidence surrounding the individual's arrest and transportation that would reasonably indicate the individual is at risk for suicide or critical medical care. If there is any suspicion that the individual may be suicidal, he/she shall be transported to the City jail or the appropriate mental health facility.

The officer should promptly notify the supervisor of any conditions that may warrant immediate medical attention or other appropriate action. The supervisor shall determine whether the individual will be placed in a cell, immediately released or transported to jail or another facility.

900.4.1 SCREENING AND PLACEMENT

The officer responsible for an individual in custody shall:

- (a) Advise the supervisor of any significant risks presented by the individual (e.g., suicide risk, health risk, violence).
- (b) Evaluate the following issues against the stated risks in (a) to determine the need for placing the individual in a single cell:
 1. Consider whether the individual may be at a high risk of being sexually abused based on all available known information (28 CFR 115.141), or whether the person is facing any other identified risk.
 2. Provide an individual identified as being at a high risk for sexual or other victimization with heightened protection. This may include (28 CFR 115.113; 28 CFR 115.141):
 - (a) Continuous, direct sight and sound supervision.
 - (b) Single-cell placement in a cell that is actively monitored on video by a member who is available to immediately intervene.
 3. Ensure individuals are separated according to severity of the crime (e.g., felony or misdemeanor).
 4. Ensure males and females are separated by sight and sound when in cells.
 5. Ensure restrained individuals are not placed in cells with unrestrained individuals.

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Temporary Custody of Adults

- (c) Ensure that those confined under civil process or for civil causes are kept separate from those who are in temporary custody pending criminal charges.
- (d) Ensure separation, as appropriate, based on other factors, such as age, criminal sophistication, assaultive/non-assaultive behavior, mental state, disabilities and sexual orientation.

900.4.1 BOOKING

Adults who are arrested and taken into temporary custody should be processed, to include fingerprinting and photographing.

900.4.2 CONSULAR NOTIFICATION

Consular notification may be mandatory when certain foreign nationals are arrested. The Patrol Division Chief will ensure that the U.S. Department of State's list of countries and jurisdictions that require mandatory notification is readily available to department members. There should also be a published list of foreign embassy and consulate telephone and fax numbers, as well as standardized notification forms that can be transmitted and then retained for documentation. Prominently displayed signs informing foreign nationals of their rights related to consular notification should also be posted in areas used for the temporary custody of adults.

Department members assigned to process a foreign national shall:

- (a) Inform the individual, without delay, that he/she may have his/her consular officers notified of the arrest or detention and may communicate with them.
 - 1. This notification should be documented.
- (b) Determine whether the foreign national's country is on the U.S. Department of State's mandatory notification list.
 - 1. If the country is on the mandatory notification list, then:
 - (a) Notify the country's nearest embassy or consulate of the arrest or detention by fax or telephone.
 - (b) Tell the individual that this notification has been made and inform him/her without delay that he/she may communicate with consular officers.
 - (c) Forward any communication from the individual to his/her consular officers without delay.
 - (d) Document all notifications to the embassy or consulate and retain the faxed notification and any fax confirmation for the individual's file.
 - 2. If the country is not on the mandatory notification list and the individual requests that his/her consular officers be notified, then:
 - (a) Notify the country's nearest embassy or consulate of the arrest or detention by fax or telephone.

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- (b) Forward any communication from the individual to his/her consular officers without delay.

900.4.2 COMPARISON AND CONFIRMATION

All individuals held in temporary custody should be positively identified through photograph identification, fingerprint comparison, and/or other effective means.

The officer responsible for an individual in temporary custody should compare the physical description and identification of the individual in temporary custody with information in the booking information, criminal history record information, arrest report, or other documentation before release or transportation.

If an individual in temporary custody claims to not be the person identified in the related documentation, the officer should notify the supervisor. The supervisor should determine if positive identification has been made or if additional investigation is necessary to determine the individual's identity.

900.5 SAFETY, HEALTH AND OTHER PROVISIONS

900.5.1 TEMPORARY CUSTODY REQUIREMENTS

Members monitoring or processing anyone in temporary custody shall ensure:

- (a) Safety checks and significant incidents/activities are noted.
- (b) Individuals in custody are informed that they will be monitored at all times, except when using the toilet.
 - 1. There shall be no viewing devices, such as peep holes or mirrors, of which the individual is not aware.
 - 2. This does not apply to surreptitious and legally obtained recorded interrogations.
- (c) There is reasonable access to toilets and wash basins.
- (d) There is reasonable access to a drinking fountain or water.
- (e) There are reasonable opportunities to stand and stretch, particularly if handcuffed or otherwise restrained.
- (f) There is privacy during attorney visits.
- (g) Those in temporary custody are generally permitted to remain in their personal clothing unless it is taken as evidence or is otherwise unsuitable or inadequate for continued wear while in custody.
- (h) Clean blankets are provided as reasonably necessary to ensure the comfort of an individual.
 - 1. The supervisor should ensure that there is an adequate supply of clean blankets.
- (i) Adequate shelter, heat, light and ventilation are provided without compromising security or enabling escape.

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- (j) Adequate furnishings are available, including suitable chairs or benches.

900.5.2 MEDICAL CARE

First-aid equipment and basic medical supplies should be available to department members. At least one member who has current training in basic first aid and CPR should be on-duty at all times.

Should a person in custody be injured or become ill, appropriate medical assistance should be sought. A supervisor should meet with those providing medical aid at the facility to allow access to the person. Members shall comply with the opinion of medical personnel as to whether an individual in temporary custody should be transported to the hospital. If the person is transported while still in custody, he/she will be accompanied by an officer.

Those who require medication while in temporary custody should not be at the Goshen Police Department. They should be released or transferred to another facility as appropriate.

900.5.3 ORTHOPEDIC OR PROSTHETIC APPLIANCE

Subject to safety and security concerns, individuals shall be permitted to retain an orthopedic or prosthetic appliance. However, if the appliance presents a risk of bodily harm to any person or is a risk to the security of the facility, the appliance may be removed from the individual unless its removal would be injurious to his/her health or safety.

Whenever a prosthetic or orthopedic appliance is removed, the supervisor shall be promptly apprised of the reason. It shall be promptly returned when it reasonably appears that any risk no longer exists.

900.5.4 FIREARMS AND OTHER SECURITY MEASURES

Firearms and other weapons and control devices shall not be permitted in secure areas where individuals are in custody or are processed. They should be properly secured outside of the secure area. An exception may occur only during emergencies, upon approval of a supervisor.

All perimeter doors to secure areas shall be kept locked at all times, except during routine cleaning, when no individuals in custody are present or in the event of an emergency, such as an evacuation.

900.5.9 EMERGENCY ALARMS

Members should have reasonable access to emergency alarms (i.e., panic alarms) in areas where persons are held in temporary custody.

- (a) An emergency alarm should only be used for summoning immediate assistance with life or safety emergencies or other events that immediately threaten the security of the facility and its occupants.
- (b) When an emergency alarm is activated, available officers should respond to the location of the activation and provide assistance as appropriate.
- (c) Emergency alarms should be tested periodically to ensure proper function. Prior to testing, the responsible member should notify other members of the test.

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900.5.10 ESCAPE PREVENTION

- (a) Authorized members shall escort an individual in temporary custody during any movement or transfer within the facility.
- (b) When inside the facility, the individual in temporary custody should be seated away from doors and external windows.
- (c) The cell door should be kept locked at all times when an individual in temporary custody is present in the cell unless the individual is being removed from or placed into the cell.
- (d) More than one member should be present whenever an individual in temporary custody is outside of a cell, when practicable.
- (e) Members should use the principle of contact and cover when processing or testing unrestrained individuals.
 - 1. The contact member should perform the processing and any required testing.
 - 2. The cover member should continually watch the individual in temporary custody and provide security for the contact member.
 - 3. The cover member should be positioned between the individual in temporary custody and any exit door, when practicable.

900.5 PROCESSING AREA EQUIPMENT

Only those items and equipment necessary to facilitate the processing and testing of an individual taken into custody are authorized in the processing area.

Communication devices should not be used where a breath test instrument is being actively used in accordance with the manufacturer's recommendations and applicable training.

900.6 USE OF RESTRAINT DEVICES

Individuals in custody may be handcuffed in accordance with the Handcuffing and Restraints Policy. Unless an individual presents a heightened risk, handcuffs should generally be removed when the person is in a cell.

The use of restraints, other than handcuffs or leg irons, generally should not be used for individuals in temporary custody at the Goshen Police Department unless the person presents a heightened risk, and only in compliance with the Handcuffing and Restraints Policy.

Individuals in restraints shall be kept away from other unrestrained individuals in custody and monitored to protect them from abuse.

900.6.1 PREGNANT ADULTS

Women who are known to be pregnant should be restrained in accordance with the Handcuffing and Restraints Policy.

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Temporary Custody of Adults

900.7 HOLDING CELLS

A thorough inspection of a cell shall be conducted before placing an individual into the cell to ensure there are no weapons or contraband and that the cell is clean and sanitary. An inspection also should be conducted when he/she is released. Any damage noted to the cell should be photographed and documented.

The following requirements shall apply:

- (a) The individual shall be searched (see the Custodial Searches Policy) and anything that could create a security or suicide risk, such as contraband, hazardous items, belts, shoes or shoelaces, and jackets, shall be removed.
- (b) The individual shall constantly be monitored by an audio/video system during the entire custody.
- (c) The individual shall have constant auditory access to department members.
- (d) The individual's initial placement into and removal from a locked enclosure shall be video recorded.
- (e) Safety checks by department members shall occur no less than every 15 minutes.
 - 1. Safety checks should be at varying times.
 - 2. All safety checks shall be logged.
 - 3. The safety check should involve questioning the individual as to his/her well-being.
 - 4. Individuals who are sleeping or apparently sleeping should be awakened.
 - 5. Requests or concerns of the individual should be accommodated when feasible.

900.8 SUICIDE ATTEMPT, DEATH OR SERIOUS INJURY

The Patrol Division Chief will ensure procedures are in place to address any suicide attempt, death or serious injury of any individual in temporary custody at the Goshen Police Department. The procedures should include:

- (a) Immediate request for emergency medical assistance if appropriate.
- (b) Immediate notification of the Shift Captain, Chief of Police and Investigation Division Chief.
- (c) Notification of the spouse, next of kin or other appropriate person.
- (d) Notification of the appropriate prosecutor.
- (e) Notification of the City Attorney.
- (f) Notification of the Elkhart County Homicide Unit.
- (g) Evidence preservation.

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Temporary Custody of Adults

900.9 RELEASE AND/OR TRANSFER

When an individual is released or transferred from custody, the member releasing the individual should ensure the following:

- (a) All proper reports, forms and logs have been completed prior to release.
- (b) A check has been made to ensure that the individual is not reported as missing and does not have outstanding warrants.
- (c) It has been confirmed that the correct individual is being released or transported.
- (d) All property, except evidence, contraband or dangerous weapons, has been returned to, or sent with, the individual.
- (e) All pertinent documentation accompanies the individual being transported to another facility (copies of booking forms, medical records, an itemized list of his/her property, warrant copies).
- (f) The individual is not permitted in any nonpublic areas of the Goshen Police Department unless escorted by a member of the Department.
- (g) Any known threat or danger the individual may pose (escape risk, suicide potential, medical condition) is documented, and the documentation transported with the individual if he/she is being sent to another facility.
 1. The department member transporting the individual shall ensure such risks are communicated to intake personnel at the other facility.
- (h) Generally, persons of the opposite sex, or adults and juveniles, should not be transported in the same vehicle unless they are physically separated by a solid barrier. If segregating individuals is not practicable, officers should be alert to inappropriate physical or verbal contact and take appropriate action as necessary.
- (i) Transfers between facilities or other entities, such as a hospital, should be accomplished with a custodial escort of the same sex as the person being transferred to assist with his/her personal needs as reasonable.

900.10 ASSIGNED ADMINISTRATOR

The Patrol Division Chief will ensure any reasonably necessary supplemental procedures are in place to address the following issues:

- (a) General security
 1. Areas used for temporary custody, including any cell areas, should be inspected for sanitation, safety hazards, and contraband at the beginning of each shift.
 2. Areas used for temporary custody, including any cell areas, should be inspected weekly for general security.
 3. Inspections conducted under this section shall be documented in writing and directed to the Patrol Division Chief or the authorized designee.
- (b) Key control
- (c) Sanitation and maintenance

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- (d) Emergency medical treatment
- (e) Escapes
- (f) Evacuation plans
- (g) Fire and life-safety
- (h) Disaster plans
- (i) Building and safety code compliance

900.11 TRAINING

Department members should be trained and familiar with this policy and any supplemental procedures.

900.12 SECTION TITLE

Temporary Custody of Juveniles

901.1 PURPOSE AND SCOPE

This policy provides guidelines consistent with the Juvenile Justice and Delinquency Prevention Act for juveniles taken into temporary custody by members of the Goshen Police Department (34 USC § 11133).

901.1.1 DEFINITIONS

Definitions related to this policy include:

Juvenile family crisis - An unstable, difficult, or dangerous situation facing a juvenile related to the juvenile's family (e.g., domestic violence, divorce or separation, arrest, or incarceration of a parent).

Juvenile non-offender - An abused, neglected, dependent, or alien juvenile who may be legally held for his/her own safety or welfare. This also includes any juvenile who may have initially been contacted for an offense that would not subject an adult to arrest (e.g., fine-only offense) but was taken into custody for his/her protection or for purposes of reuniting the juvenile with a parent, guardian, or other responsible person.

Juvenile offender/delinquent - A juvenile 17 years of age or younger who is alleged to have committed an offense that would subject an adult to arrest (a non-status offense) (I.C. § 31-37-1-2). It also includes an offense for possession of a handgun (I.C. § 35-47-10-5; 28 CFR 31.303).

Non-secure custody - When a juvenile is held in the presence of an officer or other department member at all times and is not placed in a locked room, cell, or behind any locked doors. Juveniles in non-secure custody may be handcuffed but not to a stationary or secure object. Personal supervision through direct visual monitoring and audio two-way communication is maintained. Monitoring through electronic devices, such as video, does not replace direct visual observation.

Safety checks - Direct visual observation by a member of this department performed at random intervals, within time frames prescribed in this policy, to provide for the health and welfare of juveniles in temporary custody.

Secure custody - When a juvenile offender is held in a locked room, a set of rooms, or a cell. Secure custody also includes being physically secured to a stationary object.

Examples of secure custody include:

- (a) A juvenile left alone in an unlocked room within the secure perimeter of the adult temporary holding area.
- (b) A juvenile handcuffed to a rail.
- (c) A juvenile placed in a room that contains doors with delayed egress devices that have a delay of more than 30 seconds.
- (d) A juvenile being processed in a secure booking area when a non-secure booking area is available.

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- (e) [A juvenile left alone in a secure booking area after being photographed and fingerprinted.](#)
- (f) [A juvenile](#) placed in a cell within the adult temporary holding area, whether or not the cell door is locked.
- (g) A juvenile placed in a room that is capable of being locked or contains a fixed object designed for cuffing or restricting movement.

[Short-term custody](#) - [Holding a juvenile for not more than six hours for non-status offenses \(I.C. § 31-37-7-2\).](#)

Sight and sound separation - Located or arranged to prevent physical, visual, or auditory contact.

Status offender - A juvenile suspected of committing a criminal violation of the law that would not be a criminal violation but for the age of the offender. Examples may include running away, underage possession of tobacco, curfew violation, and truancy. A juvenile in custody on a court order or warrant based upon a status offense is also a status offender.

901.2 FORMS

See attachment: [Intake Center Protocol for Police](#)

See attachment: [TRANSPORTING OFFICER QUESTIONNAIRE 2020](#)

See attachment: [Juvenile Detention Intake Center Screening Call Questionnaire](#)

901.3 POLICY

The Goshen Police Department is committed to releasing juveniles from temporary custody as soon as reasonably practicable and to keeping juveniles safe while in temporary custody at the Department. Juveniles should be held in temporary custody only for as long as reasonably necessary for processing, transfer or release.

901.4 JUVENILES WHO SHOULD NOT BE HELD

Juveniles who exhibit certain behaviors or conditions should not be held at the Goshen Police Department. These include:

- (a) Unconsciousness or having been unconscious while being taken into custody or transported.
- (b) Serious injuries or a medical condition requiring immediate medical attention.
- (c) A suspected suicide risk or showing obvious signs of severe emotional or mental disturbance (see the Involuntary Detentions Policy).
 1. If the officer taking custody of a juvenile believes that he/she may be a suicide risk, the officer shall ensure continuous direct supervision until evaluation, release or transfer to an appropriate facility is completed.

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- (d) Significant intoxication or showing signs of having ingested any substance that poses a significant risk to their health, whether or not they appear intoxicated.
- (e) Extremely violent or continuously violent behavior.
- (f) Afflicted with, or displaying symptoms of, a communicable disease that poses an unreasonable exposure risk.

Officers taking custody of a juvenile exhibiting any of the above conditions should take reasonable steps to provide medical attention or mental health assistance and should notify a supervisor of the situation. These juveniles should not be held at the Department unless they have been evaluated by a qualified medical or mental health professional, as appropriate for the circumstances.

901.5 CUSTODY OF JUVENILES

Officers should take custody of a juvenile and temporarily hold the juvenile at the Goshen Police Department when there is no other lawful and practicable alternative to temporary custody. Refer to the Child Abuse Policy for additional information regarding detaining a juvenile who is suspected of being a victim.

The officer taking the juvenile into custody should notify a parent or legal guardian of the juvenile as soon as practicable. The juvenile should be taken directly to the Department, another approved location, or to the juvenile's home.

No juvenile should be held in temporary custody at the Department without authorization of the arresting officer's supervisor or the Shift Captain. Juveniles taken into custody shall be held in non-secure custody unless otherwise authorized by this policy.

Any juvenile taken into custody shall be released to the care of the ~~juvenile's~~ juvenile's parent, legal guardian, or other responsible adult or transferred to a juvenile custody facility or to other authority as soon as practicable. In no event shall a juvenile be held beyond six hours from the time of ~~his/her~~ the juvenile's entry into the Department (34 USC § 11133; I.C. § 31-37-7-2).

901.5.1 CUSTODY OF JUVENILE NON-OFFENDERS

Non-offenders taken into protective custody in compliance with the Child Abuse Policy should generally not be held at the Goshen Police Department. Custodial arrangements should be made for non-offenders as soon as reasonably possible. Juvenile non-offenders may not be held in secure custody (34 USC § 11133).

901.5.2 CUSTODY OF JUVENILE STATUS OFFENDERS

Status offenders should generally be released by citation or with a warning rather than taken into temporary custody. However, officers may take custody of a status offender if requested to do so by a parent or legal guardian in order to facilitate reunification (e.g., transported home or to the station to await a parent). Juvenile status offenders may not be held in secure custody (34 USC § 11133).

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901.5.3 CUSTODY OF JUVENILE OFFENDERS

Juvenile offenders should be held in non-secure custody while at the Goshen Police Department unless another form of custody is authorized by this policy or is necessary due to exigent circumstances.

Juvenile offenders may be taken into custody under the following circumstances:

- (a) Pursuant to a court order (I.C. § 31-37-4-1).
- (b) When the officer has probable cause to believe that the juvenile has committed an act that would subject an adult to an arrest (I.C. § 31-37-1-2; I.C. § 31-37-4-2).

901.6 ADVISEMENTS

When a juvenile is taken into custody for an offense that would warrant the arrest of an adult, the officer shall notify the superintendent of the school district in which the juvenile is enrolled, or if the juvenile is enrolled in a private school, the chief administrative officer of the juvenile's school, within 48 hours. The officer should notify the school official of the reasons the juvenile was taken into custody, but may not disclose information that is confidential under state or federal law (I.C. § 31-37-4-3). A School Resource Officer can assist with making the proper notifications.

901.7 JUVENILE CUSTODY LOGS

Any time a juvenile is in temporary custody at the Goshen Police Department, the custody shall be promptly and properly documented in the juvenile custody log, including:

- (a) Identifying information about the juvenile.
- (b) Date and time of arrival and release from the Department.
- (c) Supervisor notification and approval to temporarily hold the juvenile.
- (d) Any charges for which the juvenile is being held and classification of the juvenile as a juvenile offender, status offender or non-offender.
- (e) Any changes in status (e.g., emergency situations, unusual incidents).
- (f) Time of all safety checks.
- (g) Any medical and other screening requested and completed.
- (h) Circumstances that justify any secure custody.
- (i) Any other information that may be required by other authorities, such as compliance inspectors or a local juvenile court authority.

The supervisor should initial the log to approve the temporary custody, including any secure custody, and should initial the log when the juvenile is released.

901.8 NO-CONTACT REQUIREMENTS

Sight and sound separation shall be maintained between all juveniles and adults while in custody at the Goshen Police Department (34 USC § 11133; I.C. § 31-37-7-2). There should also be sight and sound separation between non-offenders and juvenile or status offenders.

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In situations where brief or accidental contact may occur (e.g., during the brief time a juvenile is being fingerprinted and/or photographed in booking), a member of the Department shall maintain a constant, immediate, side-by-side presence with the juvenile or the adult to minimize any contact. If inadvertent or accidental contact does occur, reasonable efforts shall be taken to end the contact.

901.9 TEMPORARY CUSTODY REQUIREMENTS

Members and supervisors assigned to monitor or process any juvenile at the Goshen Police Department shall ensure:

- (a) The supervisor is notified if it is anticipated that a juvenile may need to remain at the Department more than four hours. This will enable the supervisor to ensure no juvenile is held at the Department more than six hours.
- (b) Safety checks and significant incidents/activities are noted on the log.
- (c) Juveniles in custody are informed that they will be monitored at all times, except when using the toilet.
 - 1. There shall be no viewing devices, such as peep holes or mirrors, of which the juvenile is not aware.
 - 2. This does not apply to surreptitious and legally obtained recorded interrogations.
- (d) A member of the same sex will supervise personal hygiene activities and care, such as changing clothing or using the restroom, without direct observation to allow for privacy.
- (e) There is reasonable access to toilets and wash basins.
- (f) There is reasonable access to a drinking fountain or water.
- (g) Food is provided if a juvenile has not eaten within the past four hours or is otherwise in need of nourishment, including any special diet required for the health of the juvenile.
- (h) There are reasonable opportunities to stand and stretch, particularly if handcuffed or otherwise restrained.
- (i) There is privacy during family, guardian and/or attorney visits.
- (j) Juveniles are generally permitted to remain in their personal clothing unless it is taken as evidence or is otherwise unsuitable or inadequate for continued wear while in custody.
- (k) Clean blankets are provided as reasonably necessary to ensure the comfort of an individual.
 - 1. The supervisor should ensure that there is an adequate supply of clean blankets.
- (l) Adequate shelter, heat, light and ventilation are provided without compromising security or enabling escape.
- (m) Adequate furnishings are available, including suitable chairs or benches.
- (n) Juveniles have the right to the same number of telephone calls as adults in temporary custody (see the Temporary Custody of Adults Policy).

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- (o) Discipline is not administered to any juvenile, nor will juveniles be subjected to corporal or unusual punishment, humiliation or mental abuse.

901.10 USE OF RESTRAINT DEVICES

Juvenile offenders may be handcuffed in accordance with the Handcuffing and Restraints Policy. A juvenile offender may be handcuffed at the Goshen Police Department when the juvenile presents a heightened risk. However, non-offenders and status offenders should not be handcuffed unless they are combative or threatening.

Other restraints shall only be used after less restrictive measures have failed and with the approval of the supervisor. Restraints shall only be used so long as it reasonably appears necessary for the juvenile's protection or the protection of others.

Juveniles in restraints shall be kept away from other unrestrained individuals in custody and monitored to protect them from abuse.

901.10.1 PREGNANT JUVENILES

Juveniles who are known to be pregnant should be restrained in accordance with the Handcuffing and Restraints Policy.

901.11 SECURE CUSTODY

Only juvenile offenders 14 years of age or older may be placed in secure custody. supervisor approval is required before placing a juvenile offender in secure custody.

Secure custody should only be used for juvenile offenders when there is a reasonable belief that the juvenile is a serious risk of harm to him/herself or others.

Members of this department should not use secure custody for convenience when non-secure custody is, or later becomes, a reasonable option.

When practicable, handcuffing one hand of a juvenile offender to a fixed object while otherwise maintaining the juvenile in non-secure custody should be considered as the method of secure custody. A member must be present at all times to ensure the juvenile's safety while secured to a stationary object.

Generally, juveniles should not be secured to a stationary object for more than 60 minutes. Supervisor approval is required to secure a juvenile to a stationary object for longer than 60 minutes and every 30 minutes thereafter. Supervisor approval should be documented.

901.11.1 LOCKED ENCLOSURES

A thorough inspection of the area shall be conducted before placing a juvenile into the locked enclosure to ensure there are no weapons or contraband and that the area is clean and sanitary. An inspection should be conducted when he/she is released. Any damage noted to the area should be photographed and documented.

The following requirements shall apply:

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- (a) Anything that could create a security or suicide risk, such as contraband, hazardous items, belts, shoes or shoelaces, and jackets, shall be removed.
- (b) The juvenile shall constantly be monitored by an audio/video system during the entire temporary custody.
- (c) The juvenile shall have constant auditory access to department members.
- (d) The juvenile's initial placement into and removal from a locked enclosure shall be logged.
- (e) Unscheduled safety checks by department members shall occur no less than every 15 minutes.
 - 1. All safety checks shall be logged.
 - 2. The safety check should involve questioning the juvenile as to his/her well-being.
 - 3. Juveniles who are sleeping or apparently sleeping should be awakened.
 - 4. Requests or concerns of the juvenile should be logged.
- (f) Males and females shall not be placed in the same locked room.
- (g) Juvenile offenders should be separated according to severity of the crime (e.g., felony or misdemeanor).
- (h) Restrained juveniles shall not be placed in a cell or room with unrestrained juveniles.

901.12 SUICIDE ATTEMPT, DEATH OR SERIOUS INJURY

The Patrol Division Chief will ensure procedures are in place to address any suicide attempt, death or serious injury of any juvenile held at the Goshen Police Department. The procedures should include the following:

- (a) Immediate request for emergency medical assistance if appropriate.
- (b) Immediate notification of the Administration, Shift Captain and Investigation Division Chief
- (c) Notification of the parent, guardian or person standing in loco parentis of the juvenile
- (d) Notification of the appropriate prosecutor
- (e) Notification of the City Attorney
- (f) Notification of the Elkhart County Homicide Unit
- (g) Notification of the juvenile court
- (h) Evidence preservation

901.13 INTERVIEWING OR INTERROGATING

No interview or interrogation of a juvenile should occur unless the juvenile has the apparent capacity to consent, and does consent, to an interview or interrogation. Also that an attorney,

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parent or guardian with no interest adverse to the child has been advised of the reason the juvenile has been taken into custody, and has consented to the interview or interrogation. The juvenile must also knowingly and voluntarily consent to the interview or interrogation (I.C. § 31-32-5-1).

901.13.1 RECORDING INTERROGATIONS

Custodial interrogations of juveniles that take place at the Goshen Police Department or other place of detention shall be audio and video recorded (Ind. Evid. R. 617; I.C. § 31-30.5-1-2). Audio-only recording is permitted when the interrogation occurs at a non-detention location (e.g., home, school) (I.C. § 31-30.5-1-3). Recordings shall be retained as required by I.C. § 31-30.5-1-4.

Meaningful consultation with a parent/guardian shall not be recorded or monitored.

901.14 RESTRICTION ON FINGERPRINTING AND PHOTOGRAPHING

A juvenile offender may be fingerprinted or photographed if he/she was taken into custody for an offense that would be a felony if committed by an adult and was at least 14 years of age when the offense was committed (I.C. § 31-39-5-1). The fingerprints and photographs will be maintained separately from those of adults (I.C. § 31-39-5-2).

The officer who takes the juvenile's fingerprints or photographs shall notify the juvenile's parent, guardian, or custodian, in writing, of the juvenile's rights to request that fingerprints or photographs be destroyed or delivered to the juvenile in accordance with I.C. § 31-39-5-4. The department shall comply with any such request within 60 days if the conditions in I.C. § 31-39-5-4 are satisfied (I.C. § 31-39-5-5).

901.15 TRAINING

Department members should be trained on and familiar with this policy and any supplemental procedures. Training should specifically include the school notification requirements set forth in I.C. § 31-37-4-3.

Attachments

Intake Center Protocol for Police.pdf

ELKHART COUNTY COURT SERVICES
JUVENILE PROBATION

INTAKE CENTER PROTOCOL FOR POLICE

After much build up, Juvenile Probation will be opening the Intake Center at the new Juvenile Detention Center.

Intake Center

1. The Intake Center will be open to assess juveniles who are arrested by police for any JD offense and runaways.
2. To allow for staff to prepare for the arrival of the juvenile officers should contact Juvenile Detention Control at (574) 891-2254 to let Detention staff know that a juvenile is enroute.
 - a. In order to help staff prepare for the juvenile, please be prepared to give the Detention Staff the following information:
 - i. Juvenile Name
 - ii. DOB
 - iii. Race, Sex, Ethnicity
 - iv. Alleged Offense
 - v. Name of LE Agency
 - vi. Name & Contact information for Arresting officer
 - vii. Estimated Time of Arrival
 - viii. Any other important information (i.e. combative, suicidal, under the influence. Etc.)
 - b. Detention Staff should do a preliminary check for warrants before ending the call. If the Juvenile has a warrant they will be detained without needing to be further screened.
 - c. Detention Staff should also warn/remind the officer that juveniles under influence of substances may need to be medically cleared *prior* to being brought to the center. This is designed to keep from having to turn officers away with juveniles who have not been medically screened.
3. Transport Juvenile to JDC
4. Complete Transporting Officer Questionnaire while staff searches the juvenile
5. Discuss information Probation staff and answer any questions
 - a. Ensure Probation has the correct information for juvenile and parent/guardian
 - b. Probable Cause statement:
 - i. To ensure Probation has enough information to create narrative and complete Detention Screening Tool. (ie. The who, what, where, when, why of your investigation.)
6. When Probation has all the needed the LEO is free to leave JDC and Probation will use the information to complete the Detention Screening Tool and make a decision on release, placement on ATD, or placement in secure detention. LEO will be free to leave even if the juvenile qualifies for release as the juvenile will wait with Probation/Detention staff until parents arrive to take custody of the juvenile.

TRANSPORTING OFFICER QUESTIONNAIRE 2020.pdf

TRANSPORTING OFFICER QUESTIONNAIRE

TO BE COMPLETED BEFORE TRANSPORTING OFFICER LEAVES DETENTION

Recent statistics indicate that more teens die from suicide than cancer, heart disease, AIDS, birth defects, stroke, pneumonia, influenza, and chorionic lung disease combined. Additionally, there is a high rate of suicidal behavior among incarcerated youths. In order to attempt to prevent juvenile suicidal behavior in the Juvenile Detention Center or Juvenile Intake Center, you are being asked to complete this questionnaire. Your assistance is appreciated.

Juveniles under the influence of alcohol will not be admitted into the facility with a Blood Alcohol Content higher than 0.08. Anything higher they must be medically cleared by the hospital prior to admission.

Please read each item and check the appropriate box

Juvenile's Name: _____

		YES	NO
1. Does juvenile appear to be under the influence of substance or is known to have used substances recently?	1.		
2. Has the juvenile made comments such as "I'm going to kill myself," or "I want to die," or "I have nothing to live for," or "Everyone would be better off without me around" or a similar comment?	2.		
3. Has another person with knowledge of the juvenile informed or made comments to you that suggest the juvenile is suicidal, under the influence of substances, or has mental health problems?	3.		
4. Does the juvenile appear to be overly ashamed, embarrassed, scared, and/or depressed?	4.		
5. Do you have information that suggests the juvenile has mental health problems, has made a previous suicide attempt, or could be suicidal?	5.		
6. Does the juvenile exhibit UNUSUAL behavior?	6.		
7. Does the juvenile report being choked or strangled?	7.		

Completed by: _____ Agency/Dept: _____ Date: _____ Time: _____
Officer's Printed Name

STAFF USE ONLY			
Has the juvenile been using alcohol?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If Yes, B.A.C./When? _____
Has the juvenile taken any legal and/or illegal drugs?	<input type="checkbox"/>	<input type="checkbox"/>	If Yes, When? _____
If both answers are YES, notify the Supervisor on duty. The juvenile must be taken by the police officer to the hospital for clearance.			
Receiving Staff:	_____	_____	_____
	<small>Printed Name</small>	<small>Signature</small>	<small>Date</small> <small>Time</small>

Juvenile Detention_Intake Center Screening Call Questionnaire.pdf

ELKHART COUNTY
Juvenile Detention/Intake Center
Screening Call Questionnaire

Referral Time: _____ Referral Date: _____

Name of Officer: _____ Dept: _____ Call back #: _____

Name of Juvenile: _____ DOB: _____ Sex: ___ Race: _____ Ethnicity: _____

Charge/Violation: _____ Charge Level: _____ IC Code: _____

Charge/Violation: _____ Charge Level: _____ IC Code: _____

Charge/Violation: _____ Charge Level: _____ IC Code: _____

Any other pertinent information (i.e. combative, suicidal, under the influence, etc.): _____

Does the juvenile have any warrants or body attachments? (Yes or No)

If YES, the juvenile will not need to be assessed by an Intake Probation Officer and staff should inform the officer to bring the juvenile directly to secure detention.

Is Juvenile Injured or under the Influence of Drugs or Alcohol? (Yes or No)

If YES, juvenile must be medically cleared at the hospital before being eligible to come to JDC.

Let the officer know this information will be forwarded to the Intake Probation Officer who will be giving him/her a call back.

Contact the Intake Probation Officer via radio (or phone if they do not answer their radio) and inform them of the call. The Intake Probation Officer will come into the Control Room to receive this form and prepare for the juvenile's arrival.

Recruitment and Selection

1000.1 PURPOSE AND SCOPE

This policy provides a framework for employee recruiting efforts and identifying job-related standards for the selection process. This policy supplements the rules that govern employment practices for the Goshen Police Department and that are promulgated and maintained by the Human Resources.

1000.2 POLICY

In accordance with applicable federal, state, and local law, the Goshen Police Department provides equal opportunities for applicants and employees regardless of actual or perceived race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, pregnancy, genetic information, veteran status, marital status, and any other classification or status protected by law. The Department does not show partiality or grant any special status to any applicant, employee, or group of employees unless otherwise required by law.

The Department will recruit and hire only those individuals who demonstrate a commitment to service and who possess the traits and characteristics that reflect personal integrity and high ethical standards.

1000.3 RECRUITMENT

The ~~Assistant- Administration Division~~ Chief ~~or designee~~ should employ a comprehensive recruitment and selection strategy to recruit and select employees from a qualified and diverse pool of candidates.

The strategy should include, ~~when feasible~~:

- (a) Identification of racially and culturally diverse target markets.
- (b) Use of marketing strategies to target diverse applicant pools.
- (c) Expanded use of technology and maintenance of a strong internet presence. This may include an interactive department website and the use of department-managed social networking sites, if resources permit.
- (d) Expanded outreach through partnerships with media, community groups, citizen academies, local colleges, universities, and the military.
- (e) Employee referral and recruitment incentive programs.
- (f) Consideration of shared or collaborative regional testing processes.
- (g) Provide for training to members assigned to recruitment activities.

The Administration Division Chief shall avoid advertising, recruiting and screening practices that tend to stereotype, focus on homogeneous applicant pools or screen applicants in a discriminatory manner.

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Recruitment and Selection

The Department should strive to facilitate and expedite the screening and testing process, and should periodically inform each candidate of his/her status in the recruiting process.

1000.4 SELECTION PROCESS

The Department shall actively strive to identify a diverse group of candidates that have in some manner distinguished themselves as being outstanding prospects. Minimally, the Department should employ a comprehensive screening, background investigation, and selection process that assesses cognitive and physical abilities and includes review and verification of the following:

- (a) A comprehensive application for employment (including previous employment, references, current and prior addresses, education, military record)
- (b) Driving record
- (c) Reference checks, [including at least three personal references](#)
- (d) Employment eligibility, including U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form I-9 and acceptable identity and employment authorization documents. This required documentation should not be requested until a candidate is hired. This does not prohibit obtaining documents required for other purposes.
- (e) Information obtained from public internet sites
- (f) Financial history consistent with the Fair Credit Reporting Act (FCRA) (15 USC § 1681 et seq.)
- (g) Local, state, and federal criminal history record checks ([including a fingerprint check for criminal records](#))
- (h) Polygraph, truth telling device, or voice stress analyzer (VSA) examination (when legally permissible)
- (i) Medical and psychological examination (may only be given after a conditional offer of employment)
- (j) Review board or selection committee assessment
- (k) Entire employment file from law enforcement agencies that have employed, or currently employ, a law enforcement officer candidate, including findings and orders related to prior disciplinary action or internal investigations (I.C. § 36-8-2-2)
- (l) [Checks against the Indiana Protection Order Registry](#)

1000.4.1 EXAMINER QUALIFICATIONS

Polygraph, truth telling device, or VSA examiners ~~should~~ [shall](#) have a certification on file with the Administration Division Chief.

1000.4.2 HIRING PREFERENCE

The Department will provide preference as required by I.C. § 36-8-10-10.4.

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Recruitment and Selection

1000.5 BACKGROUND INVESTIGATION

Every candidate shall undergo a thorough background investigation to verify his/her personal integrity and high ethical standards, and to identify any past behavior that may be indicative of the candidate's unsuitability to perform duties relevant to the operation of the Goshen Police Department.

1000.5.1 INVESTIGATOR TRAINING

Members who conduct background investigations should receive department-approved training in collecting the required information.

1000.5.2 NOTICES

Background investigators shall ensure that investigations are conducted and notices provided in accordance with the requirements of the FCRA (15 USC § 1681d).

1000.5.3 REVIEW OF SOCIAL MEDIA SITES

Due to the potential for accessing unsubstantiated, private or protected information, the Assistant Chief or designee should not require candidates to provide passwords, account information or access to password-protected social media accounts.

The Assistant Chief or designee should consider utilizing the services of an appropriately trained and experienced third party to conduct open source, internet-based searches and/or review information from social media sites to ensure that:

- (a) The legal rights of candidates are protected.
- (b) Material and information to be considered are verified, accurate and validated.
- (c) The Department fully complies with applicable privacy protections and local, state and federal law.

Regardless of whether a third party is used, the Assistant Chief or designee should ensure that potentially impermissible information is not available to any person involved in the candidate selection process.

1000.5.4 DOCUMENTING AND REPORTING

The background investigator shall summarize the results of the background investigation in a report that includes sufficient information to allow the reviewing authority to decide whether to extend a conditional offer of employment. The report shall not include any information that is prohibited from use, including that from social media sites, in making employment decisions. The report and all supporting documentation shall be included in the candidate's background investigation file.

1000.5.5 RECORDS RETENTION

The background report and all supporting documentation shall be maintained in accordance with the established records retention schedule.

Goshen Police Department

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Recruitment and Selection

1000.6 DISQUALIFICATION GUIDELINES

As a general rule, performance indicators and candidate information and records shall be evaluated by considering the candidate as a whole, and taking into consideration the following:

- Age at the time the behavior occurred
- Passage of time
- Patterns of past behavior
- Severity of behavior
- Probable consequences if past behavior is repeated or made public
- Likelihood of recurrence
- Relevance of past behavior to public safety employment
- Aggravating and mitigating factors
- Other relevant considerations

A candidate's qualifications will be assessed on a case-by-case basis, using a totality-of-the-circumstances framework.

1000.7 EMPLOYMENT STANDARDS

All candidates shall meet the minimum standards required by state law. Candidates will be evaluated based on merit, ability, competence and experience, in accordance with the high standards of integrity and ethics valued by the Department and the community.

Validated, job-related and nondiscriminatory employment standards shall be established for each job classification and shall minimally identify the training, abilities, knowledge and skills required to perform the position's essential duties in a satisfactory manner. Each standard should include performance indicators for candidate evaluation. The Human Resources should maintain validated standards for all positions.

1000.7.1 STANDARDS FOR OFFICERS

Candidates shall meet minimum standards established by Indiana law, including the following (I.C. § 36-8-3.5-12; 250 IAC 2-3-1 et seq.):

- (a) Be a citizen of the United States.
- (b) Be at least 21 years of age, but less than the maximum age as established by law when applicable.
 1. Veterans are exempt from the maximum age restriction (I.C. § 36-8-4.7-5).
- (c) Have obtained a high school degree or a recognized equivalent.
- (d) Be free from any felony convictions or any other crime or series of crimes that would indicate to a reasonable person that the applicant is potentially dangerous, violent, or has the propensity to break the law.
- (e) Demonstrate successful completion of minimum agility and aptitude tests.

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- (f) Be free from any physical, emotional, or mental condition that might adversely affect the exercise of police powers.
 - 1. Before a candidate may be selected as an officer, he/she shall be examined by a licensed medical doctor according to the requirements in I.C. § 36-8-8-19, which must include the following:
 - (a) A general medical history.
 - (b) A determination of the candidate's ability to perform the essential functions of the position of officer.
 - 2. Before a candidate may be selected as an officer, he/she must obtain a positive recommendation of emotional and mental fitness.
- (g) Be of good moral character as determined by a thorough background investigation and criminal history investigation.
- (h) Possess a valid driver's license.
- (i) Be fingerprinted for both a state and federal criminal records check.
- (j) The Goshen Police Department may establish additional standards for selection of a candidate for the position of officer pursuant to I.C. § 36-8-3.2-6.

1000.8 PROBATIONARY PERIODS

The Assistant Chief or designee should coordinate with the Training Lieutenant and Field Training Coordinator to identify positions subject to probationary periods and procedures for (I.C. § 36-8-3.5-12):

- (a) Appraising performance during probation.
- (b) Assessing the level of performance required to complete probation.
- (c) Documenting successful or unsuccessful completion of probation.

Personnel Complaints

1007.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation, and disposition of complaints regarding the conduct of members of the Goshen Police Department. ~~This~~ [Except as otherwise noted, this](#) policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment, or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

1007.2 POLICY

The Goshen Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members.

The Department will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state, and local laws; municipal and county rules; and the requirements of any collective bargaining agreements.

It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

1007.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or federal, state, or local law, policy, or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate department policy or federal, state, or local law, policy, or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures, or the response to specific incidents by the Department.

1007.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

Informal - A matter in which the Shift Captain is satisfied that appropriate action has been taken by a supervisor of rank greater than the accused member. Notification of the disposition shall be provided to the SPO of Investigations/Community Relations.

Formal - A matter in which a supervisor determines that further action is warranted. Such complaints shall be forwarded to the SPO of Investigations/Community Relations. The SPO of Investigations/Community Relations will make any necessary notifications to the supervisors.

Incomplete - A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the assigned supervisor or the police administration, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

Goshen Police Department

Policy Manual

Personnel Complaints

1007.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person, or by telephone.
- (b) Any department member becoming aware of alleged misconduct shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

1007.3.3 IDENTIFICATION OF DISCIPLINARY MEASURES

The Administrative Supervisor should ensure that the types of punitive measures that may be used against members in the event of disciplinary action (e.g., suspension, demotion, termination) are identified and made known to all members.

Counseling and/or remedial training may be used in lieu of punitive measures, if appropriate.

1007.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS

1007.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the police facility.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

[See attachment: 24 hour Admonishment](#)

[See attachment: Formal Complaint](#)

[See attachment: Disciplinary Documentation](#)

[See attachment: Internal Affairs Investigation Checklist](#)

[See attachment: Investigation Disposition](#)

1007.4.2 ACCEPTANCE

All complaints will be courteously accepted by any department member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving member shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form to the SPO of Investigations/Community Relations.

Goshen Police Department

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Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs, or physical evidence may be obtained as necessary.

1007.5 DOCUMENTATION

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries will be documented in a log that records and tracks complaints by the SPO of Investigations/Community Relations. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Department should audit the log and send an audit report to the Chief of Police or the authorized designee.

1007.6 ADMINISTRATIVE INVESTIGATIONS

The Administration Division Chief or the supervisor in charge of the internal affairs function shall have direct access to the Chief of Police or the authorized designee. Allegations of misconduct will be administratively investigated as follows.

1007.6.1 SUPERVISOR RESPONSIBILITIES

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the SPO of Investigations/Community Relations, unless otherwise directed by the police administration. The Chief of Police or the authorized designee may direct that another supervisor investigate any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include, but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
 1. The SPO of Investigations/Community Relations will determine if the original complaint form will be directed to the Shift Captain of the accused member. The SPO of Investigations/Community Relations will take appropriate action and/or determine who will have responsibility for the investigation.
 2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the SPO of Investigations/Community Relations, who will initiate appropriate action.
- (b) Responding to all complainants in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
 1. Follow-up contact with the complainant should be made within 24 hours of the SPO of Investigations/Community Relations first working day acknowledging that the department received the complaint.

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2. If the matter is resolved and no further action is required, the SPO of Investigations/Community Relations will note the resolution on a complaint disposition form.
- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the Shift Captain and the Chief of Police are notified via the chain of command as soon as practicable.
- (e) Promptly contacting the Human Resources and the SPO of Investigations/Community Relations for direction regarding the supervisor's role in addressing a complaint that relates to sexual, racial, ethnic, or other forms of prohibited harassment or discrimination.
- (f) Supervisors shall forward unresolved personnel complaints to the SPO of Investigations/Community Relations who will determine whether to contact the complainant or assign the complaint for investigation.
- (g) Informing the complainant of the investigator's name and the complaint number within five business days after assignment.

1007.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

Notice to Department Members. Within twenty-four (24) hours or as soon as reasonably feasible of an officer being advised of an internal investigation, an email shall be sent to the Police Department members advising an internal investigation is underway and the officer being investigated. When the internal investigation is concluded and the officer has been notified, a second email shall be sent within twenty-four (24) hours or as soon as reasonably feasible to the Police Department members advising of the results of the investigation. This information will not exceed the information provided to the media or public under a public records request.

- (a) Any member refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
 1. A member should be given an order to answer questions in an administrative investigation that might incriminate the member in a criminal matter only after the member has been given a *Garrity* advisement. Administrative investigators should consider the impact that compelling a statement from the member may have on any related criminal investigation and should take reasonable steps to avoid creating any foreseeable conflicts between the two related investigations. This may include conferring with the person in charge of the criminal investigation (e.g., discussion of processes, timing, implications).
 2. No information or evidence administratively coerced from a member may be provided to anyone involved in conducting the criminal investigation, or to any prosecutor.
- (b) In order to maintain the integrity of each individual's statement, involved members shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.

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- (c) All members shall provide complete and truthful responses to questions posed during interviews.
- (d) Notice should be provided to members before the effective date of an adverse action as provided in I.C. § 36-8-2.1-9.
- (e) No member of the immediate family of the officer shall be required to give a statement to the investigator or be interviewed by the investigators unless the immediate family member is first notified that a formal investigation is being conducted.

[See attachment: Garrity Statement](#)

[See attachment: Article 27 Bill of Rights](#)

1007.6.3 ADMINISTRATIVE INVESTIGATION FORMAT

Formal investigations of personnel complaints shall be thorough and complete and shall essentially follow this format:

Introduction - Include the identity of the members, the identity of the assigned investigators, the initial date, and source of the complaint.

Synopsis - Provide a brief summary of the facts giving rise to the investigation.

Summary - List the allegations separately, including applicable policy sections, with a brief summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

Evidence - Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of member and witness statements. Other evidence related to each allegation should also be detailed in this section.

Conclusion - A recommendation regarding further action or disposition should be provided.

Exhibits - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

1007.6.4 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

Unfounded - When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded.

Exonerated - When the investigation discloses that the alleged act occurred but that the act was justified, lawful, and/or proper.

Not sustained - When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

Sustained - When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

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If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action with regard to any additional allegations.

1007.6.5 COMPLETION OF INVESTIGATIONS

Every investigator or supervisor assigned to investigate a personnel complaint or other alleged misconduct shall proceed with due diligence in an effort to complete the investigation as soon as practical. Any delays in the investigation must be approved by the Chief of Police.

1007.6.6 NOTICE TO COMPLAINANT OF INVESTIGATION STATUS

The member conducting the investigation should provide the complainant with periodic updates on the status of the investigation, as appropriate.

1007.7 ADMINISTRATIVE SEARCHES

No officer shall have his/her residence, private place of business, if any, private vehicle or locker space assigned to him/her by the police department searched unless a valid search warrant is obtained or he/she voluntarily agrees to the search.

City owned areas may be accessed any time by a supervisor for non-investigative purposes, such as obtaining a needed report, radio, or other document or equipment.

1007.8 ADMINISTRATIVE LEAVE

When a complaint of misconduct is of a serious nature, or when circumstances indicate that allowing the accused to continue to work would adversely affect the mission of the Department, the Chief of Police or the authorized designee may temporarily assign an accused employee to administrative leave. Any employee placed on administrative leave:

- (a) May be required to relinquish any department badge, identification, assigned weapons, and any other department equipment.
- (b) Shall be required to continue to comply with all policies and lawful orders of a supervisor.
- (c) May be temporarily reassigned to a different shift, generally a normal business-hours shift, during the investigation. The employee may be required to remain available for contact at all times during such shift, and will report as ordered.

1007.9 CRIMINAL INVESTIGATION

If the complaint has the potential of criminal charges, the officer will be placed on paid administrative leave by the Chief of Police or designee in the Chief's absence.

The Chief of Police shall be notified as soon as practicable when a member is accused of criminal conduct. The Chief of Police will request a criminal investigation by an outside law enforcement agency.

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A member accused of criminal conduct shall be provided with all rights afforded to a civilian. The member should not be administratively ordered to provide any information in the criminal investigation.

The Goshen Police Department may release information concerning the arrest or detention of any member, including an officer, that has not led to a conviction. No disciplinary action should be taken until an independent administrative investigation is conducted.

If the sworn officer is found guilty or pleads guilty to a criminal offense, or a determination is made to not proceed with prosecution, an internal investigation will begin according to the procedures set out in the agreement between the City of Goshen and the Fraternal Order of Police Labor Council, Inc. representing the Goshen Police Department.

1007.10 POST-ADMINISTRATIVE INVESTIGATION PROCEDURES

Upon completion of a formal investigation, an investigation report should be forwarded to the Chief of Police by the SPO of Investigations/Community Relations. The Chief of Police may accept or modify any classification or recommendation for disciplinary action.

1007.10.1 CHIEF OF POLICE RESPONSIBILITIES

Once the Chief of Police is satisfied that no further investigation or action is required by staff, the Chief of Police shall determine the amount of discipline, if any, that should be imposed in accordance with IC 36-8-3-4. The officer will have the same rights to any appeals according to State statute and the Agreement Between the City of Goshen, Indiana and Elkhart FOP Lodge 52, Inc.

1007.10.2 POST-ADMINISTRATIVE INVESTIGATION PROCEDURES TIMELINES

The Chief of Police should review the investigation as soon as practicable and propose the appropriate disciplinary action.

1007.10.3 NOTICE OF FINAL DISPOSITION TO THE COMPLAINANT

The Chief of Police or the authorized designee should ensure that the complainant is provided notification of the disposition (i.e., sustained, not sustained, exonerated, unfounded) of the complaint.

1007.10.4 EXTENSION OF POST-INVESTIGATION PROCEDURE TIMELINES

When any member in the chain of command determines additional time is necessary to complete his/her review, a written request to extend the time for review and recommendation should be submitted to the Chief of Police for approval.

1007.11 PRE-DISCIPLINE EMPLOYEE RESPONSE

1007.11.0 REVIEW AND HEARING

In the event that an employee is reprimanded in writing or suspended for a period of five days or less, the Chief of Police shall notify the applicable merit commission, in writing, within 48 hours of

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the action and the reasons for the action. Unless the employee timely seeks review, the proposed discipline becomes final (I.C. § 36-8-3.5-19).

If the employee is dismissed, demoted, or suspended for more than five days, the employee may request a hearing as provided in I.C. § 36-8-3.5-17.

1007.12 RESIGNATIONS/RETIREMENTS PRIOR TO DISCIPLINE

In the event that a member tenders a written resignation or notice of retirement prior to the imposition of discipline, it shall be noted in the file. The tender of a resignation or retirement by itself shall not serve as grounds for the termination of any pending investigation or discipline.

1007.13 POST-DISCIPLINE APPEAL RIGHTS

In the event that the merit commission decides to dismiss, demote, or suspend an employee for a period exceeding 10 days, the employee may appeal to the circuit or superior court of the county in which the unit is located as provided in I.C. § 36-8-3.5-18.

1007.14 PROBATIONARY EMPLOYEES AND OTHER MEMBERS

At-will and probationary employees and members other than non-probationary employees may be disciplined and/or released from employment without adherence to any of the procedures set out in this policy, and without notice or cause, at any time. These individuals are not entitled to any rights under this policy. However, any of these individuals released for misconduct should be afforded an opportunity solely to clear their names through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

1007.15 RETENTION OF PERSONNEL INVESTIGATION FILES

All personnel complaints shall be maintained in accordance with the established records retention schedule and as described in the Personnel Records Policy.

1007.16 NOTIFICATION OF THE LAW ENFORCEMENT TRAINING BOARD

The Chief of Police or the authorized designee shall notify the Law Enforcement Training Board (LETB) of the final determination of discipline of an officer in the following circumstances (I.C. § 5-2-1-12.5):

1. Conviction of a felony or a finding of not guilty for a felony by reason of mental disease or defect.
2. Conviction of a misdemeanor under circumstances that would cause a reasonable belief that the officer is dangerous, violent, or has a demonstrated propensity to violate the law.
3. Falsification of qualifications for employment as an officer.
4. Participation in criminal conduct that was uncharged.

The notification shall occur within 30 days of the imposition of the discipline.

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If an officer resigns or retires during an administrative investigation of any of the above grounds for discipline, the Chief of Police or the authorized designee shall notify the LETB within 30 days of the resignation or retirement (I.C. § 5-2-1-12.5).

1007.21 DISCIPLINARY PROCEDURE OUTSIDE THE PERSONNEL COMPLAINT PROCESS

This section applies to any questioning, counseling, instruction, informal verbal admonishment, or other routine or unplanned contact of a member in the normal course of duty.

Counseling and/or remedial training may be used in lieu of punitive measures, if appropriate. Supervisors may use counseling and remedial training as corrective measures. These measures may be administered during the normal course of supervision, as the result of an informal investigation of misconduct or improper work performance, or as directed by the Chief of Police.

- (a) Counseling should be used to change negative behavior before punitive measures are necessary. Certain first offenses or minor violations may be addressed by counseling.
 - 1. If a supervisor provides counseling to a member as a corrective measure, the supervisor should document the purpose and the effect of the counseling experience.
- (b) Remedial training should be used to improve member effectiveness and performance through positive and constructive methods. If a supervisor facilitates training as a corrective measure, the supervisor shall document the purpose and scope of the training.
- (c) Remedial training should be documented in accordance with the Personnel Records Policy.

Attachments

Investigation Disposition 021121.pdf



GOSHEN POLICE DEPARTMENT

Jose' Miller, Chief of Police

Investigation Disposition

IA Case Number:

GPD Case Number:

Division Level

Internal Affairs

Law Enforcement Service Related

Off Duty

Employee Personnel Conduct Related

Off Duty

Complainant Name:

Race:

Sex:

Date of Birth:

SSN:

Address:

Telephone Number:

Alternative Number:

Email:

Date Complaint Received:

In Person

Telephone

Letter

other

Alleged Policy/Procedure Violations:

Person Receiving Complaint:

Investigation Division:

Location of incident:

Day of Incident:

Time:

Personnel Involved

Full Name:

Full Name:

Nature of Complaint (list all Witnesses):

Follow Up Assigned to:

Investigation Division:

By:

Date Follow-up Assigned:

Results Due By:

Disposition:

Unfounded

Complainant admits to a false allegation; the charges were false, or the employee was not involved in the incident.

Goshen City Police Department, 111 E. Jefferson Street, Goshen, IN 46528

Phone: (574)533-8661

www.goshencitypolice.com

Fax: (574)533-1826



GOSHEN POLICE DEPARTMENT

Jose' Miller, Chief of Police

Exonerated

An act occurred, but the actions were justified, legal and proper.

Not Sustained

Investigation produced insufficient facts to prove or disprove the allegations.

Sustained

The allegation is supported by sufficient facts to indicate that the accused employee committed one or more of the alleged acts of employee misconduct.

Policy Failure

The investigation determined a policy failure contributed to or caused the incident.

Division Chief: _____

Date: _____

Comments:

Reviewed by (if applicable):

Captain: _____

Date: _____

Division Chief: _____

Date: _____

Assistant Chief: _____

Date: _____

Chief of Police: _____

Date: _____

Goshen City Police Department, 111 E. Jefferson Street, Goshen, IN 46528

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www.goshencitypolice.com

Fax: (574)533-1826

24 hour admonishment 021121.pdf



GOSHEN POLICE DEPARTMENT

Jose D. Miller, Chief of Police

GOSHEN POLICE DEPARTMENT NOTIFICATION OF INTERNAL INVESTIGATION, BILL OF RIGHTS, AND INTERVIEW

To:
From:
Subject:
Date:

In accordance with the collective bargaining agreement and contract between the city of Goshen, Board of Public Works and Safety, and the Fraternal Order of Police with respect to Article XXVII, Police Officers Bill of Rights, this now being written notice of the following:

Section 1. Internal Affairs Investigations

The procedures contained in this Section apply only to Police Department internal affairs investigations.

- 1) **Advance Notice.** Prior to being interviewed regarding an internal affairs investigation for any reason which could lead to disciplinary action, an officer shall be:
 - a) Informed in writing of the nature of the investigation and whether the officer is a witness or a suspect, if and when known;
 - b) Informed of other information necessary to reasonably apprise him/her of the nature of the allegations of the complaint, including the date, time, and location of the occurrence;
 - c) Afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or representative of the Lodge;
 - d) Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not an issue, advance notice shall be given to the officer not less than twenty-four (24) hours before the initial interview commences or written reports are required from the officer.
- 2) **Interview Safeguards.** Any interview of an officer shall be when the officer is on duty unless the seriousness of the complaint dictates otherwise.
 - a) If prior to or at any time during the interview of a police officer it is determined that he/she may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights and the interview shall be terminated unless the officer chooses to waive his/her constitutional rights of self-incrimination.
 - b) Interviews shall take place at the department police station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
 - c) An attorney or representative chosen by the officer must be, depending on the seriousness of the criminal matter under investigation and the need for immediate action, available within a reasonable period of time, and if any interview session is delayed more than twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the officer, the officer may be subjected to disciplinary action up to and including suspended from duty without pay until the interview occurs. However, no matter how extreme an emergency exists, no interview shall take place until the officer shall be given a minimum of three (3) hours to obtain the services of a representative and/or attorney.
 - d) The officer being interviewed shall be informed of the name, rank, and command of the officer in charge of the investigation and the interviewing officer.
 - e) Interviews shall be done under circumstances free of intimidation or coercion and shall not otherwise violate the officer's constitutional rights. The officer shall not be subjected to offensive or abusive

Goshen City Police Department, 111 E. Jefferson Street, Goshen, IN 46528

Phone: (574)533-8661 www.goshencitypolice.com Fax: (574)533-1826



GOSHEN POLICE DEPARTMENT

Jose D. Miller, Chief of Police

language. No promise or reward shall be made as an inducement to answer questions unless the promise or reward is reduced to writing.

- f) Interviews shall not be overly long. The officer shall be entitled to reasonable intermissions as he/she shall request for personal necessities, telephone calls, and rest periods, with one (1) ten (10) minute intermission every hour if he/she requests.
- g) All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the subject of investigation.
- h) Investigations shall be concluded without delay.
- 3) Investigations that Result in Charges Being Filed.
 - a) The officer will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.
 - b) The officer will be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.
- 4) When Disciplinary Action Results.
 - a) When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order will be placed in the officer's personnel file unless the officer requests inclusion of the complete record.
 - b) No dismissal, demotion, or other punitive measures shall be taken against an officer unless he/she is notified of the action and a reason for such action prior to the effective date of such action.

Section 2. Personal Privileges

- 1) No officer shall be required for purposes of assignment or other personnel action to disclose any item of his/her property, income assets, source of income, or personal or domestic expenditures, including those of any member of his/her family, unless such information is obtained pursuant to proper legal process or tends to indicate a conflict of interest with respect to the performance of his/her official duties.
- 2) No officer shall have his/her residence, private place of business, if any, private vehicle or locker space assigned to him/her by the Police Department searched unless a valid search warrant is obtained or he/she voluntarily agrees to such search.
- 3) No member of the immediate family of the officer shall be required to give a statement to the investigator or be interviewed by the investigator unless the immediate family member is first notified that a formal investigation is being conducted.

Section 3. Lodge Representation

- 1) Any employee questioned by any superior with respect to any matter which might involve disciplinary action shall have the right to have a representative of the Lodge present during such questioning.
- 2) The representative is only there as a witness and in a nonparticipating capacity. In the event such questioning is being recorded by either party, the other party shall be informed prior to any such recording and shall be furnished with a copy of the recording and given the opportunity to make a transcription of the recording.

Investigation of possible violations of Department Policies and/or Directives for allegations:



GOSHEN POLICE DEPARTMENT

Jose D. Miller, Chief of Police

This notification indicates that you have been informed in writing of the allegations, nature of the allegations, that you are the suspect in the allegations and that you have been informed of the identity of the investigating officers and your right to have lodge representative present.

Should there be a criminal investigation due to the above allegations, that investigation will be separate from the internal investigation.

This notification is your advance notice and that you will have at least 24 hours before you will have to respond to be interviewed which will take place at the Goshen City Police Department.

Investigators on this case will be: _____, and one other Investigator if

so designates. You will remain on active duty status unless otherwise notified in writing.

Dated:

_____ Officer

_____ Jose Miller #116 -Chief of Police

Formal Complaint 020221.pdf

GOSHEN POLICE DEPARTMENT

FORMAL COMPLAINT FORM

Complaint: _____ Home Phone: _____
Address: _____ Alternative Phone: _____
City: _____ State: _____ Zip Code: _____

Complaint/Allegation made against: _____
(Employee's Name & unit #)

Summary of the Complaint/Allegations:

Location of occurrence: _____

Date of Occurrence: _____ Time of Occurrence: _____

Witness (if any): _____ Phone: _____
Address: _____ Alternative Phone: _____
City: _____ State: _____ Zip: _____

I, _____, the complainant or witness to the offense as related above do swear, or affirm, under penalty for perjury, as specified by IC 35-44-2-1, that the foregoing representations are true. Any false statement you make and that you do not believe to be true may subject you to criminal prosecution as a Class B Misdemeanor.

Complainant or Witness Signature


Officer Receiving Complaint Signature

Received by: _____ Date: _____ Time: _____

Reviewed by: _____ Date: _____ Time: _____

GOSHEN POLICE DEPARTMENT
FORMAL COMPLAINT FORM

Additional Narrative



Complainant or Witness Signature

Disciplinary Documentation 021121 .pdf



GOSHEN POLICE DEPARTMENT

Jose' Miller, Chief of Police

It is the belief of the Goshen Police Department Administrative Staff that you are in violation of the following Policies and/or Directives:

List of Violations, Policy or Directive # with section #'s, Title of violation

For the violations listed above, you will be disciplined by one of the following options. Should behavior such as this occur in the future, more severe punishment could be sanctioned up to and including demotion or termination.

1. _____ Suspended for a period of _____ hours. In lieu of being suspended without pay, the Chief of Police is allowing you the opportunity to voluntarily surrender _____ hours of Time Coming Leave.
2. _____ Suspended for a period of _____ hours. In lieu of being suspended without pay, the Chief of Police is allowing you the opportunity to voluntarily surrender _____ hours of Vacation Time Leave.
3. _____ Suspended for a period of _____ hours. In lieu of being suspended without pay, the Chief of Police is allowing you the opportunity to voluntarily surrender _____ hours of Personal Time Leave.
4. _____ I choose none of the above options and understand that I am suspended for _____ hours without pay starting my next tour of duty. I understand by choosing this option, my anniversary date for pension purposes will be extended for the amount of time which I am suspended.

Officer Signature & Unit #

Date

Division Chief Signature & Unit #

Date

Assistant Chief of Police

Date

Chief of Police

Date

Goshen City Police Department, 111 E. Jefferson Street, Goshen, IN 46528

Phone: (574)533-8661

www.goshencitypolice.com

Fax: (574)533-1826

Internal Affairs Investigation Checklist 021121.pdf



GOSHEN POLICE DEPARTMENT

Jose' Miller, Chief of Police

Internal Affairs Checklist

IA Case Number:

GPD Case Number:

Subject Member(s):

Allegation(s):

Assigned to:

Date Assigned:

Assigned Completion Date:

Review Complaint and coordinate with case management for release of all notices

Documentation Needed/Obtained

Offense/incident reports

Booking Photo(s)

Jail Logs

Medical Reports

CAD screens

Response to Resistance reports

ICACS/NCIC

Other:

Subject Members notified of investigation in writing. Date:

Subject members given copy of Garrity warning & Police Officer's Bill of Rights. Date:

Develop a list of Questions and answers needed to establish preponderance of evidence

Identify/Interview all Complainant(s)

Identify/Interview all agency members

Identify/Interview all witnesses

Schedule/Interview Subject officer(s) using interview appointment form. Date:

Schedule additional investigative aids/methods

Polygraph

medical tests

financial reports

photo lineup(s)

Other

Reviewed by Division Chief. Date Reviewed:

File returned to investigator for additional investigation on:

Extension approved by:

Final Completion Date:

Goshen City Police Department, 111 E. Jefferson Street, Goshen, IN 46528

Phone: (574)533-8661

www.goshencitypolice.com

Fax: (574)533-1826



GOSHEN POLICE DEPARTMENT

Jose' Miller, Chief of Police

Final Report Submitted – Date:

Final report Approved – Date:

By:

Agency Members notified in writing of conclusion(s) of fact – date:

Complainants/victims notified in writing of conclusion(s) of fact – date:

Goshen City Police Department, 111 E. Jefferson Street, Goshen, IN 46528

Phone: (574)533-8661

www.goshencitypolice.com

Fax: (574)533-1826

Article 27 Bill of Rights.pdf

ARTICLE XXVII Bill of Rights

All police officers within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers' Bill of Rights." The wide-ranging powers and duties given to police officers on or off duty involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of police officers. These questions often require investigation by superior officers. In an effort to ensure these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are promulgated:

Section 1. Internal Affairs Investigations

The procedures contained in this Section apply only to Police Department internal affairs investigations.

- (A) Advance Notice. Prior to being interviewed regarding an internal affairs investigation for any reason which could lead to disciplinary action, an officer shall be:
- (1) Informed in writing of the nature of the investigation and whether the officer is a witness or a suspect, if and when known;
 - (2) Informed of other information necessary to reasonably apprise him/her of the nature of the allegations of the complaint, including the date, time, and location of the occurrence;
 - (3) Afforded an opportunity and facilities to contact and consult privately with an attorney of his/her choosing and/or representative of the Lodge;
 - (4) Whenever a delay in conducting the interview will not jeopardize the successful accomplishment of the investigation or when criminal culpability is not an issue, advance notice shall be given to the officer not less than twenty-four (24) hours before the initial interview commences or written reports are required from the officer.
- (B) Interview Safeguards. Any interview of an officer shall be when the officer is on duty unless the seriousness of the complaint dictates otherwise.
- (1) If prior to or at any time during the interview of a police officer it is determined that he/she may be charged with a criminal offense, he/she shall be immediately informed of his/her constitutional rights and the interview shall be terminated unless the officer chooses to waive his/her constitutional rights of self-incrimination.
 - (2) Interviews shall take place at the department police station facility, or elsewhere if mutually agreed, unless the emergency of the situation necessitates otherwise.
 - (3) An attorney or representative chosen by the officer must be, depending on the seriousness of the criminal matter under investigation and the need for immediate action, available within a reasonable period of time, and if any interview session is delayed more than twenty-four (24) hours because of the unavailability of the attorney or representative chosen by the officer, the officer may be subjected to disciplinary action up to and including suspended from duty without pay until the interview occurs. However, no matter how extreme an emergency exists, no interview shall take place until the officer shall be given a minimum of three (3) hours to obtain the services of a representative and/or attorney.

- (4) The officer being interviewed shall be informed of the name, rank, and command of the officer in charge of the investigation and the interviewing officer.
 - (5) Interviews shall be done under circumstances free of intimidation or coercion and shall not otherwise violate the officer's constitutional rights. The officer shall not be subjected to offensive or abusive language. No promise or reward shall be made as an inducement to answer questions unless the promise or reward is reduced to writing.
 - (6) Interviews shall not be overly long. The officer shall be entitled to reasonable intermissions as he/she shall request for personal necessities, telephone calls, and rest periods, with one (1) ten (10) minute intermission every hour if he/she requests.
 - (7) All interviews shall be limited in scope to activities, circumstances, events, conduct, or acts which pertain to the subject of investigation.
 - (8) Investigations shall be concluded without delay.
- (C) Investigations that Result in Charges Being Filed.
- (1) The officer will be furnished with a copy of the summary report of the internal investigation which will contain all material facts of the matter.
 - (2) The officer will be furnished with the names of all witnesses and complainants who will appear against him/her and/or whose statements will be used against him/her.
- (D) When Disciplinary Action Results.
- (1) When the investigation results in a determination of a sustained complaint and disciplinary action, only the findings and the disciplinary order will be placed in the officer's personnel file unless the officer requests inclusion of the complete record.
 - (2) No dismissal, demotion, or other punitive measures shall be taken against an officer unless he/she is notified of the action and a reason for such action prior to the effective date of such action.

Section 2. Personal Privileges

- (A) No officer shall be required for purposes of assignment or other personnel action to disclose any item of his/her property, income assets, source of income, or personal or domestic expenditures, including those of any member of his/her family, unless such information is obtained pursuant to proper legal process or tends to indicate a conflict of interest with respect to the performance of his/her official duties.
- (B) No officer shall have his/her residence, private place of business, if any, private vehicle or locker space assigned to him/her by the Police Department searched unless a valid search warrant is obtained or he/she voluntarily agrees to such search.
- (C) No member of the immediate family of the officer shall be required to give a statement to the investigator or be interviewed by the investigator unless the immediate family member is first notified that a formal investigation is being conducted.

Section 3. Lodge Representation

- (A) Any employee questioned by any superior with respect to any matter which might involve disciplinary action shall have the right to have a representative of the Lodge present during such questioning.
- (B) The representative is only there as a witness and in a nonparticipating capacity. In the event such questioning is being recorded by either party, the other party shall be informed prior to any such recording and shall be furnished with a copy of the recording and given the opportunity to make a transcription of the recording.

Section 4. Political Activities

Except when on duty or in uniform, no officer shall be prohibited from engaging in political activities.

Section 5. Polygraph Examinations

Any police officer under investigation shall not be required to take a polygraph examination or certified voice stress analyzer against his/her will.

Section 6. Blood, Breath, and Urine Tests

Blood, breath, and urine tests for controlled substances are mandatory for any member of the department who is suspected of being under the influence of alcohol or any drug while on duty; provided, however, that the officer shall not be required to submit to any such tests in regards to any occurrence at a time when he/she, while off duty, was compelled to take immediate police action in response to an emergency situation except in the event of a property damage accident or personal injury accident.

Section 7. Maintenance of Records

- (A) Complaints investigated by the department shall be handled in the following manner by classification and designation:
 - (1) Unfounded, exonerated and non-sustained complaints shall be destroyed upon the lapse of three (3) months from the date of complaint with the officer whom the complaint was made having a right to be present during the destruction if he/she desires. Said officer shall be informed of the proposed destruction before it takes place.
 - (2) Sustained complaints may be kept in the personnel file for a period of two (2) years, at the end of which time they shall be destroyed in the presence of the law enforcement officer who is the subject thereof if he/she so desires; provided, however, the personnel file shall nevertheless contain a summary record of the discipline setting forth the appropriate dates, charges, findings, and penalty imposed.
- (B) A police officer shall have the opportunity, at a reasonable time during office hours, to review his/her active personnel file and any closed investigative file in which he/she was the accused. In the event there is any comment adverse to his/her interests in his/her personnel file, the officer shall have the right to file a written response thereto, which written response shall be attached to said adverse comments, and additionally, he/she shall have the right to file a grievance in regard to any such matter which is of such gravity that it could affect his/her promotional opportunities, which grievance shall then be processed in accordance with the grievance procedures.

- (C) Any officer who is reprimanded in any way, either orally, in writing, by suspension, deprivation of overtime or any other benefits, or disciplinary action in any way, shall have the right of appeal as provided by law.

Section 8. Discipline Up to Forty (40) Working Hours

- (A) The Chief of Police shall have the authority to issue oral and written reprimands, as well as suspensions, up to and including forty (40) working hours, of police officers without reporting such action to the City of Goshen Board of Public Works and Safety, unless the police officer receiving the disciplinary action (other than an oral reprimand) within seventy-two (72) hours after receiving notice of the written reprimand or suspension, requests that the Board review the Chief of Police's disciplinary action. There is no right to request a review of an oral reprimand.
- (B) If a request for review is timely filed with the Board by the police officer, the Chief of Police shall provide the Board with the disciplinary action taken by the Chief of Police and the reasons for such action. The Board shall review the action taken by the Chief of Police. The Board may elect to hold a hearing on the police officer's review request. If the Board elects to hold a hearing, the Board shall issue written notice of the hearing to the police officer in person or by a copy left at the police officer's last and usual place of residence at least fourteen (14) days before the date set for the hearing.

Garrity Statement.pdf

Goshen Police Department

The officer(s) conducting the internal investigation will provide the officer with the Garrity Warning which includes the following statement:

GARRITY STATEMENT

On _____ (date) _____ (time) at _____ (location),
I, _____ (name), was ordered to submit this
report by _____ (name and rank). I submit this report at
his/her order as a condition of my employment. In view of possible job forfeiture, I have no
alternative but to abide by this order.

It is my belief and understanding that the department requires this report solely and exclusively
for internal purposes and will not release it to any other agency. It is further my belief that this
report will not and cannot be used against me in any subsequent proceedings. I retain the right
to amend or change this statement upon reflection to correct any unintended mistake without
subjecting myself to a charge of untruthfulness.

For any and all other purposes, I hereby reserve my constitutional right to remain silent under
the Fifth and Fourteenth amendments to the US Constitution and any other rights prescribed
by law. Further, I rely specifically upon the protection afforded me under the doctrines set
forth in Garrity v. New Jersey, 385 U.S. 493 (1967) and Spevack v. Klien, 385 U.S. 551 (1956),
should this report be used for any other purpose of whatsoever kind or description.

Body Armor

1008.1 PURPOSE AND SCOPE

The purpose of this policy is to provide officers with guidelines for the proper use of body armor.

1008.2 POLICY

It is the policy of the Goshen Police Department to maximize officer safety through the use of body armor in combination with prescribed safety procedures. While body armor provides a significant level of protection, it is not a substitute for the observance of officer safety procedures.

1008.3 ISSUANCE

The Administration shall ensure that body armor is issued to all officers and that, when issued, the body armor meets or exceeds the standards of the National Institute of Justice (I.C. § 36-8-9-9; I.C. § 36-8-10-4.5).

Body armor shall be issued when an officer begins service at the Goshen Police Department and shall be replaced when the body armor becomes worn or damaged to the point that its effectiveness or functionality has been compromised.

The Chief of Police may authorize issuance of body armor to uniformed, civilian members whose jobs may make wearing of body armor advisable.

An Officer may elect not to have the Goshen Police Department provide the Officer with body armor for the torso provided the Officer signs a waiver. The executed waiver will be placed in the Officer's personnel file and remain effective until revoked in writing by the Officer. The waiver will exempt the Officer from the requirements of this policy and the City from supplying the Officer with body armor. An Officer shall retain the right to revoke the waiver at any time and request the department to provide the Officer with body armor for the torso. Upon receiving the body armor after revocation, all requirements of this policy shall apply to the Officer.

[See attachment: BODY ARMOR WAIVER](#)

[See attachment: REVOCATION OF BODY ARMOR WAIVER](#)

[See attachment: EXCEPTION TO USE OF BODY ARMOR](#)

1008.3.1 USE

Generally, the required use of body armor is subject to the following:

- (a) Members shall only wear department-approved body armor.
- (b) Members shall wear body armor any time they are in a situation where they could reasonably be expected to take enforcement action, [including when engaged in pre-planned high-risk operations](#).
- (c) Members shall wear body armor when working in uniform or taking part in department range training.

Goshen Police Department

Policy Manual

Body Armor

- (d) Members are not required to wear body armor when they are functioning primarily in an administrative or support capacity and would not reasonably be expected to take enforcement action.
- (e) Officers may be excused from wearing body armor when they are involved in undercover or plainclothes work that their supervisor determines could be compromised by wearing body armor, or when a supervisor determines that other circumstances make it inappropriate to mandate wearing body armor.
 - 1. In those instances when body armor is not worn, officers should have reasonable access to their body armor.
- (f) ~~The Officer provides his or her immediate supervisor a written statement from the Officer's physician stating that the Officer has a medical condition that would preclude the use of body armor. The physician's statement should include the period of time the Officer will be unable to wear the body armor if the period can be determined and all other limitations on the Officer's performance.~~
- (g) ~~The Officer is participating in a training exercise provided the instructor does not require the use of body armor.~~
- (h) ~~The Officer is attending a funeral, participating in a parade, or is on-duty at another event and a member of the Executive Staff has approved in writing that the Officer's use of body armor is optional.~~
- (i) ~~The Officer-in-Charge of the watch or special assignment determines that due to extreme heat, the Officer's use of body armor is optional.~~
- (j) ~~Any other situation in which a member of the administration has approved in writing that the Officer's use of body armor is optional.~~

1008.3.2 INSPECTION

Supervisors should ensure through routine observation and periodic documented inspections that body armor is worn and maintained in accordance with this policy.

1008.3.3 CARE AND MAINTENANCE

The required care and maintenance of body armor is subject to the following:

- (a) Members are responsible for inspecting their body armor for signs of damage, wear and cleanliness at the start of each shift.
 - 1. Unserviceable body armor shall be reported to the supervisor.
- (b) Members are responsible for the proper storage of their body armor.
 - 1. Body armor should not be stored for an extended period of time in an area where environmental conditions (e.g., temperature, light, humidity) could potentially degrade its effectiveness.
- (c) Members are responsible for the care and cleaning of their body armor pursuant to the manufacturer's care instructions.

Goshen Police Department

Policy Manual

Body Armor

1. Body armor should not be exposed to any cleaning agents or methods not specifically recommended by the manufacturer.
 2. Failure to follow manufacturer's care instructions may damage the ballistic performance capabilities of the body armor. If care instructions for the body armor cannot be located, the manufacturer should be contacted to request the instructions.
- (d) Body armor should be replaced in accordance with the manufacturer's recommended replacement schedule, or when its effectiveness or functionality has been compromised (I.C. § 36-8-9-9; I.C. § 36-8-10-4.5).

1008.4 TRAINING LIEUTENANT RESPONSIBILITIES

The responsibilities of the Training Lieutenant include, but are not limited to:

- (a) Monitoring technological advances in the body armor industry for any appropriate changes to department-approved body armor.
- (b) Assessing the level of weapons and ammunition currently utilized by the public and the suitability of approved body armor to protect against those threats.
- (c) Educating officers about the safety benefits of wearing body armor.

Attachments

BODY ARMOR WAIVER.pdf

BODY ARMOR WAIVER

Pursuant to Indiana Code § 36-8-4-4.5 and Department policy, the Goshen Police Department will provide an active member of the Goshen Police Department (hereinafter referred to as "Officer") body armor for the torso and replace the body armor in accordance with Indiana Code § 36-8-4-4.5 at no cost to the Officer.

The undersigned Officer acknowledges that the Goshen Police Department will provide the Officer with body armor for the torso and periodically replace the body armor at no cost to the Officer. The undersigned Officer elects not to have the Goshen Police Department provide the Officer with body armor for the torso.

The undersigned Officer knowingly, freely and voluntarily agrees to and does release and hold harmless the City of Goshen and the Goshen Police Department, its officers, agents, officials and employees from and against any liability for any damage, illness, injury, death or other cause of action arising from or by reason of the undersigned Officer's failure or refusal to wear body armor for the torso.

The undersigned Officer understands that this waiver will be placed in the Officer's personnel file and will remain effective until revoked in writing by the Officer.

Signature: _____

Printed: _____

Date: _____

REVOCATION OF BODY ARMOR WAIVER.pdf

REVOCATION OF BODY ARMOR WAIVER

The undersigned Officer previously executed a Body Armor Waiver electing not to have the Goshen Police Department provide the Officer with body armor for the torso pursuant to Indiana Code § 36-8-4-4.5 and Department policy.

The undersigned Officer revokes this waiver and requests the Goshen Police Department to provide the Officer with body armor for the torso pursuant to Indiana Code § 36-8-4-4.5 and Department policy. The undersigned Officer acknowledges and understands that upon receiving the body armor after submitting this revocation, all requirements of Body Armor Policy 10 (2019) shall apply to the Officer.

Signature: _____

Printed: _____

Date: _____

EXCEPTION TO USE OF BODY ARMOR.pdf

EXCEPTION TO USE OF BODY ARMOR

Officer: _____

Pursuant to Body Armor Policy 10 (2019), the use of body armor is optional by the above-named Officer on the following date(s) and for the following reason(s):

Date(s): _____

Reason(s): _____

APPROVED this ____ day of _____, 20__.

Signature: _____

USE OF EXPIRED BODY ARMOR

Officer: _____

Pursuant to Body Armor Policy, the use of the identified body armor below is optional by the above-named officer starting on the below date and for the following reason:

Reason(s): The Officer has requested of his own decision to keep his previously expired Body Armor as a spare for his use. This vest will still be required to be turned in to the Goshen Police Department upon retirement, resignation or termination.

The undersigned Officer knowingly, freely and voluntarily agrees to and does release and hold harmless the City of Goshen and the Goshen Police Department, its officers, agents, officials and employees from and against any liability for any damage, illness, injury, death or other cause of action arising from or by reason of the undersigned officers use of the expired Body Armor.

The undersigned Officer understands that this waiver will be placed in the Officer's personnel file and will remain effective until the undersigned Body Armor is returned to the Goshen Police Department or its designee.

Body Armor Brand:

Signature: _____

Serial #(s):

Printed: _____

Date: _____

Recruitment^[KH1] Plan

1025.1 PURPOSE AND SCOPE

Best Practice

The purpose of this procedure is to assist members in the recruitment process for new members.

1025.2 RECRUITMENT

Best Practice

The goal of the Goshen Police Department Recruitment Plan is to attract applicants relative to the service population of the Department (e.g., gender, ethnicity, race) through recruiting activities. The objective is to hire the most qualified individuals to pursue a career with the Department. The Department is committed to equal employment opportunity.

1025.2.1 RECRUITMENT ACTIVITIES

Best Practice

Activity #1: Identify and maintain contact with local organizations that advocate for underrepresented groups and social support organizations.

Activities may include but are not limited to:

- Attend career fairs at local schools and community colleges.
- Draft, print, and distribute informational brochures that may attract qualified candidates to the Department.
- Utilize the Department's website to attract qualified candidates.

Activity #2: Advertise on websites, social media platforms, and any other appropriate media for persons meeting eligibility requirements.

1025.3 ANNUAL REVIEW, EVALUATION, AND REPORTING

Best Practice

The Administration Division Chief shall conduct an annual review of the Recruitment Plan, which shall include performing an annual department demographic review, determining progress towards goals, and recommending revisions to the Recruitment Plan accordingly if the goals and objectives are not met. The results and any revisions shall be reviewed and approved by the Chief of Police.

Drug^[KH1] and Alcohol Screening Procedures

1026.1 PURPOSE AND SCOPE

Best Practice

The purpose of this procedure is to provide members guidelines for drug and alcohol screening.

1026.2 PRE-EMPLOYMENT AND PROMOTION SCREENING

Best Practice

Following a conditional offer of employment or promotion, all applicants shall submit to a drug screening in accordance with state and federal legal requirements and coordinated with applicable Human Resources policies.

- (a) Applicants for employment or promotion shall be notified that the offer is contingent upon drug testing.
- (b) Testing will be conducted through a medical center or authorized testing center.
- (c) Any applicant failing testing is subject to disqualification for the position.

1026.3 MEMBER SCREENING

Best Practice

A member may be ordered to submit to a drug and/or alcohol screening in accordance with the Drug- Alcohol-Free Workplace Policy.

- (a) Testing will be conducted through a medical center or authorized testing center.
- (b) Testing shall be in accordance with all legal requirements and any collective bargaining agreements.
- (c) Positive test results may result in discipline in accordance with the applicable policies and any collective bargaining agreements.

1026.4 RANDOM DRUG SCREENING

Best Practice

Random drug or alcohol testing shall not be conducted by this department.



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **ESRI – SMALL ENTERPRISE AGREEMENT FOR GIS SOFTWARE SERVICES
(JN: 2022-0027)**

DATE: 03.03.23

The City is currently under contract with Environmental Systems Research Institute (ESRI) for licensing of Geographic Information Systems (GIS) softwares that support day to day tasks of multiple City Departments. The current Agreement expires May 20, 2023.

The new contract for a Small County and Municipality Government Enterprise Agreement (SGEA) is nearly identical in its scope of services and maintains this year's annual price of \$38,500 for the next three years.

ESRI's GIS system is currently used for tracking the location and condition of City assets like utility infrastructure and supports asset management workflows that allows for smooth communication between field crews and office staff.

Requested Motion: Move to approve and authorize the Mayor to sign the Small Enterprise Agreement with ESRI for licencing of GIS software.



November 9, 2022

Ms. Mattie Lehman
City of Goshen
203 S 5th St
Goshen, IN 46528-3713

Dear Mattie,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Angela Bramer



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-472932

Date: November 9, 2022

Customer # 323575 Contract #

City of Goshen
 Engineering Dept
 203 S 5th St
 Goshen, IN 46528-3713

ATTENTION: Mattie Lehman
 PHONE: 574-537-3818
 EMAIL: mattielehman@goshencity.com

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 10/5/2022 To: 4/3/2023*

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$115,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$115,500.00

This quote is for the City of Goshen Small Government Enterprise Agreement renewal for the term 5/21/2023 through 5/20/2026.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Angela Bramer	Email: abramer@esri.com	Phone: (909) 793-2853 x8378
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

BRAMERA **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Tracker for ArcGIS Enterprise
 10 ArcGIS Tracker for ArcGIS Online
 3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 3 ArcGIS Utility Network User Type Extensions (Enterprise)
 3 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.